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The Solicitors' Journal.

LONDON, JULY 18, 1874.

WE ARE ENABLED to state that arrangements are in progress under which the Master of the Rolls and the three Vice-Chancellors will each devote one day a week to sitting in chambers. This change, which will come into operation after the Long Vacation, is a step in the direction we have so frequently urged of increased attention by the judges to the important business transacted in the Chancery Chambers.

THE ANNUAL PROVINCIAL MEETING of the Incorporated Law Society is to be held at Leeds on the 21st and 22nd October next. It is much to be hoped that members of the society will lend their aid to make this first country meeting a success. The arrangements for the meeting are not yet complete.

THERE IS an ill-natured old proverb about new brooms which may, perhaps, be quoted in reference to the work done by the Council of the Incorporated Law Society during the first year of its existence under the new charter. However this may be, it is satisfactory to find from the report just issued that the complaints made before the election of the present Council of the apathy shown by the leading law society on subjects of interest to the profession can no longer be fairly brought. On all the important bills affecting the profession which have been before Parliament during the present session the Council have taken action, and in many of them that action has resulted in modifications of the measures in the direction indicated by them. It is still more satisfactory to observe that the vigilance of the Council has not been confined to Bills which are in the hands of everybody. The Bishop of Carlisle recently introduced a measure relating to the sale of glebe lands, which contained in the schedule a provision authorising the payment to the secretary of Queen Anne's bounty of a fixed fee for the costs of the preparation of the contract and of a duplicate thereof, and of the approval of the conveyance on behalf of the governors. The objectionable clause came under the notice of the Council, but the withdrawal of the Bill rendered it unnecessary to take any proceedings with reference to it. We can only hope that this activity may be maintained during the forthcoming year.

IN THE JUDGMENT IN *Dudgeon* v. *Pembroke*, delivered last week, the Court of Queen's Bench has given a decision of considerable importance on a point with regard to marine insurance which has long vexed the minds of lawyers. The action was on a time policy on the ship *Frances*, which was totally lost off the Yorkshire coast. The underwriters raised two defences, broadly speaking—first, that the ship was unseaworthy when sent to sea to the knowledge of the owner, who was the assured, and was lost by reason of her unseaworthiness; second, that the voyage insured was illegal, because the vessel carried two passengers without having a Board of Trade certificate, and that the voyage being illegal the insurance was therefore void.

Passing by the second point, which was decided in favour of the plaintiff, on the ground that the passengers were taken by the captain without the knowledge or consent of the owners, and that the taking of them was not the object of the voyage, it may be well to call attention to the judgment upon the other ground of defence. There can be little doubt since the decision in *Thompson* v. *Hopper* (5 W. R. 83, 6 E. & B. 172) that the law of this country is, that if all the above allegations could have been proved as to the unseaworthiness of the vessel, the underwriters would have established their defence. In a voyage policy there is, of course, a warranty of seaworthiness, and if that warranty is broken the underwriter is discharged, even though the vessel insured be lost from a cause totally unconnected with her unseaworthiness. In a time policy, since *Gibson* v. *Small* (4 H. L. Cas. 353)—before which decision the question was a vexed one—it is clear law that there is no warranty of seaworthiness. But if a vessel insured, even in a time policy, starts on a voyage in an unseaworthy condition to the knowledge of her owner, and is lost by reason of her unseaworthiness, the owner cannot recover against the insurer (*Thompson* v. *Hopper*).

In *Dudgeon* v. *Pembroke* the jury were unable to agree upon the question whether the vessel was unseaworthy when the owner sent her to sea, or upon the question whether she was lost by reason of her unseaworthiness, and therefore, in order that the plaintiff might recover, it was necessary for him to treat the case as if those two issues had been found against him; otherwise there was no verdict and there must have been a new trial. But the fatal blot in the defence, which prevented it from coming within the decision in *Thompson* v. *Hopper* was, that the jury found that, whether the vessel were unseaworthy or not, the assured had no knowledge of her being unseaworthy. That being so, and it being conceded that there was a loss proximately caused by perils insured against, the Queen's Bench have decided that the underwriters fail to establish their defence, even though it be assumed in their favour that the unseaworthiness of the vessel contributed efficiently to the loss.

On the broader question, whether the decision in *Gibson* v. *Small*, that in a time policy there is no warranty of seaworthiness, was "a most unfortunate decision"—as the Lord Chief Justice is reported to have observed in the course of the argument in the recent case—we do not enter here. We would only observe that in the report by the Royal Commission for investigating the subject of unseaworthy ships and marine insurance the commissioners content themselves with suggesting that "the shipowner should not be enabled to recover his insurance, whether under a time policy or a voyage policy, when it could be shown that he or his agent had not done everything reasonably within their power to make and maintain the ship in a seaworthy condition, and that unseaworthiness occasioned the loss."

THE CORRESPONDENCE on the subject of the Brussels Conference has been laid before Parliament during the past week. We gather from it that the movement for a conference originated with a society for the amelioration of the condition of prisoners of war, having its head quarters in France. This society issued invitations to a conference to be held at Paris in last May to consider the draft of an international arrangement as to prisoners of war. In reply to the invitation to this conference the Emperor of Russia announced that he intended to propose to the different Governments an international code (*un reglement international*) as to the laws of warfare, and subsequently he sent copies of this draft code to the English and other Governments, with an invitation to a conference to meet at Brussels on the 15th of this month (last Wednesday). As we mentioned last week, Lord Derby has accepted this invitation only conditionally, and it does not appear from the corres-

pondence published whether his conditions have been accepted by the Russian and other Governments. We observe, however, that in one of the conditions—viz., sending only a military officer, and declining to give him plenipotentiary powers, Lord Derby has followed the example of the German Government, and we do not think there is much ground for apprehending that any of the other conditions will be objected to.

The Russian draft is, with some slight variations, the same we had previously seen in the *Independance Belge*. It has evidently been framed with an exclusive reference to land warfare, though this is not expressly stated, as perhaps it ought to be. It seems to us, on the whole, carefully and judiciously drawn, and to be a fair statement of the rules of land warfare as accepted by the most approved writers on international law, though if it be contemplated to interpret it judicially, like an Act of Parliament or a contract between individuals, it is far from being sufficiently precise, and not a few general statements require to be limited.

On a considerable number of points the rules at present generally received have been modified on the side of humanity. Thus section 26 provides that, although "prisoners of war are liable to detention within some town, fortress, or district, they must not be subjected to confinement as prisoners." Again, section 48 provides that "so long as a province occupied by the enemy is not ceded to him by virtue of a treaty of peace, the inhabitants thereof cannot be forced either to take part in the operations of war against their legitimate government, or in acts of such a nature as to further the prosecution of the objects of the war to the detriment of their own country." This, among other things, will exempt the inhabitants of occupied districts from being impressed to act as guides, and is therefore directly contrary to the 93rd of Professor Lieber's regulations for the United States army—viz., "all armies in the field stand in need of guides, and impress them if they cannot obtain them otherwise."

THE FOLLOWING are the provisions of the draft code as to combatants and non-combatants—a subject which excited no little interest during the Franco-German war:—

§ 9. The rights of belligerents shall not only be enjoyed by the army, but also by the militia and volunteers in the following cases:—1. If, having at their head a person responsible for his subordinates, they are at the same time subject to orders from head-quarters; 2. If they wear some distinctive badge, recognizable at a distance; 3. If they carry arms openly; and 4. If in their operations they conform to the laws, customs, and procedure of war. Armed bands not complying with the above mentioned conditions shall not possess the rights of belligerents; they shall not be considered as regular enemies, and in case of capture shall be proceeded against judicially.

§ 10. The armed forces of belligerent States are composed of combatants and non-combatants. The first take an active and direct part in warlike operations; the second, though forming part of the army, belong to different branches of the military organization; such are those ministering to religious wants, the medical and control departments, the administration of justice, or those who may be attached to the army. In case of capture by the enemy, non-combatants shall enjoy equally with the first the rights of prisoners of war; doctors, the auxiliary *personnel* of the ambulances, and clergymen enjoy, moreover, the rights of neutrality.

§ 45. The inhabitants of a district not already occupied by the enemy, who shall take up arms in the defence of their country, ought to be regarded as belligerents, and if captured should be considered as prisoners of war.

§ 46. Individuals, belonging to the population of a country in which the enemy's power is already established, who shall rise in arms against them may be handed over to justice and are not regarded as prisoners of war.

§ 47. Individuals who at one time take part independently in the operations of war, and at another return to their pacific occupations, not fulfilling generally the conditions of §§ 9 and 10, do not enjoy the rights of belligerents and are amenable in case of capture to military justice."

These regulations are in our individual opinion far better calculated to keep within as narrow limits as possible the horrors of war and the sufferings of the inhabitants of invaded districts than the opposite system, according to which every inhabitant of an invaded country is at liberty to fight the national enemy whenever and where-ever he pleases, but is to have the privileges of a peaceful inhabitant whenever not fighting. But in the divided state of opinion on the subject in this country, and having regard to our insular position, it is not desirable that our national influence should be exerted to establish any such rules, unless the French and other nations likely to be invaded are willing to accept them.

THERE HAVE BEEN some symptoms of late of a change in judicial opinion with reference to the liabilities of trustees. The significant remarks of Lord Justice James in *Ex parte Ogle, In re Pilling* (21 W. R. 938, L. R. 8 Ch. 711) have been followed by a decision which appears to indicate even more clearly the decline of the doctrine that the trustee is practically an insurer of the property of his *cestui que trust*. There is always some danger lest in the revulsion from unreasonable and impolitic rules the courts should be carried towards the opposite extreme, and it may perhaps be thought that the case referred to (*Youde* v. *Cloud*, 22 W. R. 764) affords an illustration of this tendency.

A testator devised and bequeathed the residue of his real and personal estate to two trustees on trust to sell "as soon as possible" after his decease and to invest the proceeds and apply the income and principal as directed. The testator at the time of his death was entitled to an estate in a moiety of a house and land, expectant on the death without issue of the tenant for life of the entirety. This estate had been conveyed to him by the married woman to whom it originally belonged by a fine and recovery and an indenture dated 24th February, 1829. Shortly after the testator's death one of the trustees handed over to his co-trustee a box containing, as the Vice-Chancellor found, the extract from the recovery and the chirograph of the fine, but not the deed of the 24th February, 1829. Although the testator had told the trustee (as he admitted) that he had a deed under which if he lived longer than the tenant for life "it would be a good thing for him," the trustee had apparently taken no pains to discover this deed, and remained, as the Vice-Chancellor found, wholly ignorant that he had any duty to discharge with regard to any real estate. When at last the *cestuis que trust* discovered the testator's interest in the house and land, it was only to find that their rights had been barred by the Statute of Limitations. They sought in the recent case to make the representatives of the trustee liable for the consequences of his negligence. Bacon, V.C., dismissed the bill, but as "he could not find any reason or excuse for the trustee . . . not having done something about the recovery deed and the fine . . . and not having given any particular information upon that subject to the *cestuis que trust*," he dismissed the bill without costs. The ground on which his Honour appears to have dismissed the bill was expressed by him as being that "no cases could be found in which a trustee . . . had been held liable for non-performance of a trust of which he was ignorant."

There seems to be a rather dangerous latitude in this expression. The learned Vice-Chancellor can hardly have intended to lay down that wherever a trustee is in fact ignorant of the existence of a trust, although inquiry or investigation would have resulted in his acquiring a knowledge of it, he is relieved from responsibility. That would be to afford a premium to negligence. The importance attached by the Vice-Chancellor to the fact that the trustee had neither seen nor had in his posses-

sion the deed of 1829 seems to indicate that if this fact had not been found the trustee might have been fixed with knowledge of the trust. But the trustee had in his possession documents with reference to which the judge held that he ought to have "done something"—that is, to have made inquiry. Such inquiries, if made, must apparently have led to the discovery of the deed. To stimulate inquiry on the part of the trustee there was not only the reference in the will of the testator to his real estate, but also an express statement made by him to the trustee that he possessed a deed under which his surviving the tenant for life of the property would be a benefit to him. It seems difficult to reconcile this decision with the test by which, as we venture to think, the liability of trustees should be tried—viz., has the trustee exercised the care which an ordinarily prudent man would exercise in his own concerns? Much injustice has resulted from the substitution of a more rigorous standard, but great evils would be the consequence of the adoption of one more lax. "I am anxious," said a late Vice-Chancellor, in *Tebbs* v. *Carpenter* (1 Madd., at p. 298), "not to discourage persons from acting as executors by throwing difficulties in their way, and am willing to make every proper allowance, but I cannot forget the established doctrine of this court. If persons accept the office of executors they must perform it; they must use due diligence and not suffer infants to be injured by their negligence."

OBTAINING MONEY BY FALSE PRETENCES—EVIDENCE OF OBTAINING IT ON PRIOR AND DISTINCT OCCASIONS.

The recent case of *The Queen* v. *Francis* (22 W. R. 863) is one of much importance as regards the law of evidence in criminal cases. The question whether it is allowable in prosecutions for obtaining money under false pretences to give in evidence other instances of the obtaining of money under similar circumstances, has hitherto been involved in uncertainty. In *R.* v. *Roebuck* (25 L. J. M. C. 101), where a prisoner was indicted for fraudulently obtaining money from a pawnbroker by pretending that a chain which was not silver was a silver chain, evidence was admitted to prove that the prisoner, a few days after the offence charged in the indictment, offered a chain similar in appearance to another pawnbroker as a silver chain, requesting him to advance money upon it. Objection was made to the admissibility of the evidence, and the point was reserved, but the judgment of the Court of Criminal Appeal turned upon another point. In *R.* v. *Holt* (9 W. R. 74) a commercial traveller, employed to take orders, but forbidden to receive moneys, obtained money by falsely pretending that he had authority to receive it. Evidence that he had subsequently obtained money from another customer by a like false pretence was admitted, and the prisoner was convicted. The question was reserved whether this evidence was rightly admitted, and the court quashed the conviction, saying that on the facts stated in the case they could not find any ground for saying that the evidence was admissible. In neither of these cases did counsel appear for the prisoner; in the former the point as to the admissibility of the evidence was not raised in argument (see 25 L. J. M. C., at p. 102, note) or adverted to in the judgment, and in the latter no reasons are given by the judges.

In the recent case, however, the point was expressly reserved and fully discussed, and the court lay down a rule upon the subject. The facts, so far as they concerned the abstract point of law, were very simple. The prisoner obtained money by pretending that a certain ring was made of diamonds, when in truth it was composed of crystals. In support of this charge, evidence was given that on a prior occasion the prisoner had obtained money by pretending that a silver chain coated with gold was made of pure gold. This latter piece of evidence was objected to as inadmissible, and the point was reserved, but the Court of Criminal Appeal held that it was admissible. "It seems clear upon principle," said Lord Coleridge, C.J., in delivering the judgment of the court, "that when the fact of the prisoner having done the thing charged is proved, and the only remaining question is whether, at the time he did it, he had guilty knowledge of the quality of his act, or acted under a mistake, evidence of the class received must be admissible. It tends to show that he was pursuing a course of similar acts, and thereby it raises a presumption that he was not acting under a mistake."

The question may be put thus: In a series of similar transactions by the same person, which is the more probable—repeated error or repeated fraud? If this question were put barely, the answer must be, repeated error is more probable than repeated fraud, for error is more common than fraud. But add the circumstances that the transactions are of a lucrative kind, that the statement is in each case of essential importance to the transaction (and is not therefore made *per incuriam*), and that the untrue statement is always in favour of the person making it, and the question must be answered differently. The man who in a series of lucrative transactions makes statements which are in fact untrue, and which are always to his own advantage, may properly be held guilty of fraud, unless he is able to offer a satisfactory explanation. But by what accumulation of circumstances is the mere suspicion of fraud which a single such instance raises changed into such a certainty of fraud as will justify a finding of fraud as a fact? It is impossible to say. But each instance increases the weight of the evidence.

Take the analogous case (which has been recognised by the Legislature) of uttering counterfeit coin coupled with the possession of other pieces of counterfeit coin (24 & 25 Vict. c. 99, s. 10). Can it be denied that the possession of other counterfeit coin gives good reason to suppose that the utterer knew the coin to be counterfeit? But how many counterfeit coins possessed will lead to the inference of knowledge? Clearly a roll or packet of coins would be conclusive. But the possession of one coin is some evidence. Is there any difference between the nature or grounds of the inference in this case and in that in question?

There are many circumstances to be taken into account in estimating the *weight* of such evidence. The lapse of time, making exact proof of the circumstances imputing guilt, or tending to exonerate, difficult; the number of articles or instances, and many other circumstances not admitting of definite description, must be brought carefully before the jury, and are likely to be fairly and candidly considered by them. But if any such instance *tends* to prove the knowledge which is in question—and it must be admitted that it does so tend—there seems no ground on which it can be pronounced inadmissible.

The reason of practical necessity on which the admission of such evidence has been based is in itself not complete; but, as a supplementary argument, is of great weight. That reason is thus expressed by Heath, J., in *Whiley's case* (2 Leach C. C., at p. 986)—"The charge in this case puts in proof the knowledge of the prisoner, and, as that knowledge cannot be collected from the circumstances of the transaction itself, it must necessarily be collected from other facts and circumstances." Unless indirect proof of the guilty knowledge is admitted it would be impossible in many cases to prove this essential element in the offence.

It has been urged, on the other hand, that upon principle it seems difficult to stop short of the admission of evidence of independent acts to show the prisoner to be a bad man, for that is to make it less likely that he was acting under a mistake; but evidence of particular acts to show bad character is not admissible. It may be difficult to draw the line in principle, but is it not perfectly defined in practice? The admission of evidence to prove that a prisoner has been pursuing a

course of acts of a similar kind to that with which he is charged, where guilty knowledge of a particular set of facts is one of the issues to be proved, is a different thing from admitting evidence of any criminal act to prove a general bad character. The difference between the two cases is greatest in the point which is alleged as constituting the strongest objection to the admission of the former kind of evidence—the alleged hardship on the accused caused by taking him by surprise and so depriving him of the opportunity of rebutting the evidence. In the first case the prisoner or his adviser must be aware that guilty knowledge is one of the facts to be proved against him; that it cannot be proved from the circumstances of the transaction itself, and that if proved at all it must be proved from certain previous transactions *of a similar nature*. There is a specific class of acts pointed out, as to which the prisoner must be prepared with evidence. On the other hand, if evidence of acts showing general bad character were admissible to prove guilty knowledge, the prisoner would be without clue as to what kind of offence would be given in evidence. "The observation respecting prisoners being taken by surprise, and coming unprepared to answer, and to defend themselves against extrinsic facts," says Lord Ellenborough in *R.* v. *Whiley* (2 Leach. C. C., at p. 985), "is not correct. The indictment alleges that the prisoners altered this note *knowing* it to be forged, and they must know that without the reception of other evidence than that which the mere circumstances of the transaction itself would furnish it would be impossible to ascertain whether they altered it with a *guilty knowledge* of its having been forged or whether it was altered under circumstances which showed their minds to be free from that guilt."

Still we cannot but feel that (since it is not to be presumed that prisoners will have the benefit of legal advice) an indictment merely charging the prisoner with a particular act does not give him such warning as he is entitled to that other similar acts will be put in evidence, and we would repeat what we said before (17 S. J. 479) with reference to the question of evidence raised in *R.* v. *Cotton*, that it seems to us worthy of consideration whether the true remedy for the alleged hardship on the prisoner caused by the admission of the class of evidence to which we have referred, would not be to change the fixed practice which now prevails, and to indict the prisoner in one indictment for all the cases of false pretences in respect of which evidence is proposed to be given.

LORD JUSTICE CHRISTIAN ON THE IRISH JUDICATURE BILL.

Lord Justice Christian has favoured the profession with another of his trenchant and searching criticisms on the Irish Judicature Bill, in which he dwells with special force on the point previously urged by him—that the office of Lord Chancellor of Ireland ought to cease to be a political one, and be made purely judicial and therefore permanent. As we have repeatedly expressed our hearty concurrence in this view, and have even (*ante* p. 547) suggested the very amount (£6,000) mentioned by the Lord Justice as an adequate salary for the reconstructed office, we need not now do more than call attention—which we desire to do as strongly as possible—to the very forcible and eloquent reasoning of the Lord Justice on this point.

An important piece of information relative to the history of this Bill incidentally appears in the pamphlet. It appears to have been drafted at the Irish Office here, under the direction of the Lord Chancellor and (we presume) the Attorney-General for Ireland, without any communication either with the Irish judges as a body, or with any independent representatives of the profession in Ireland. We can quite understand that, under these circumstances, the Irish Chancellorship would be the last thing upon which rude hands would be laid. By this we do not mean to impute any blame, beyond ignorance of the special requirements of the situation, to either of the eminent personages we have named. Moreover, Dr. Ball may well have hesitated to recommend that an office to which he himself had been all but formally designated should be converted into a permanent one, and may have felt that to propose to give himself £6,000 a-year for life, instead of £8,000 during the life of the present Government, would have the appearance of, or at any rate be open to the charge of being, a personal job. We can only say that the profession in Ireland would, so far as we know anything of their opinions, consider the fact that Dr. Ball will be the next Chancellor an extra inducement to the alteration in question, and we hope that some one will be found, before the measure leaves the House of Commons, to relieve the right hon. gentleman from any delicacy he may feel upon the subject, and that the Government may yet see the advantage of taking this opportunity to effect a most valuable administrative reform. It may, and probably will, be said that we hear nothing of any movement in Ireland in favour of this; the Irish, both bar and solicitors, were loud enough in their expressions of disapprobation at the proposed reduction of common law judges, and they have succeeded in preventing that reduction, though at the expense of attaching a "fantastic annexe" (to use the Lord Justice's words) to each of the threatened courts. The state of Irish public opinion, as represented by the Lord Justice himself, will afford the best possible answer to any such objection:—

"The truth is that Lord Cairns needed guidance in these small Irish matters, and he was not happy in what he found. He did not deign to communicate with the Irish judges—certainly not as a body—whether with any of them individually I am unable to say. Such prompters as he had seem to have lacked prescience or impartiality. Of authoritative press criticism he had not the advantage at all; for the matter being merely Irish, most of the journals and periodicals were either superciliously indifferent or languidly laudative—while the few who were warmer in commendation were also somewhat undiscriminating. In Ireland itself, the self-asserting and out-speaking classes made their voices heard, but their utterances smacked too much of class interests to carry the weight that might have been hoped for. The two professional bodies were but imperfectly appreciative of the merit of cutting down judges or their staffs, while Dublin corporators and shop-keepers had for their one simple creed, that the grand desideratum was to have as much public money as possible expended in Dublin. Meantime those whose interests were really at stake, the inarticulate masses, remained as in so many other things in Ireland, tongueless or overborne."

The pamphlet ends with a postscript criticising the wording of certain clauses in the Bill to an effect so startling and unexpected that the best thing we can do is to present it for the consideration of our readers "without note or comment," beyond this, that it is an invariable rule so to construe every document, including Acts of Parliament, as not to make it shock human reason, which the notion of an unpaid Chancellor would surely do.

"Since the foregoing was written the House of Commons print of the Bill has been received, and, if it means what it says, it really does seem that the writer has been fighting with shadows. By the 12th clause it is provided that *every* judge of the High Court (that includes the Chancellor) shall hold his office for life, subject to removal by her Majesty on an address from both Houses—that *no* judge thereof shall be capable of being elected to or sitting in the House of Commons—and that every judge thereof "*other than the Lord Chancellor*" shall take certain oaths. It is as plain as words could make it that the Lord Chancellor is within every portion of that clause, except the one from which he is expressly exempted, and, if there were nothing more, the permanency of his tenure would be fully secured.

Again, as to salary. By clause A (p. 9 of the print) it is provided that there shall be paid to the Lord Chancellor and

other chiefs "the same annual sums which the holders of those offices respectively receive at the time of the passing of this Act." But there is not at present *any* holder of the office of Chancellor, and the Commissioners who are temporarily discharging its duties receive no salaries. Therefore, unless the Chancellor shall be appointed before the Bill receives the Royal assent, he can, according to this clause, be paid no salary at all.

To be sure there is the general saving in the 86th clause; but that is subject to the qualification "except so far as herein is expressly directed," which removes out of the saving the subjects of clauses 12 and A. So that it really does seem as if we were going to get an excellent Chancellor for life and *gratis*. It is possible that this may not be the actual intention of the draftsman, but, if it be not, he ought at least to make what he does mean simple and unambiguous.

Another point is worth mentioning, because, unless it shall be cleared up, it might occasion serious embarrassment. Clause 6 provides that if at the commencement of the Act "the number of puisne justices and junior barons shall exceed seven in the whole, no new judge of the High Court shall be appointed in the place of *any* such puisne justice or junior baron who shall die or resign while such whole number shall exceed seven." By clause 30 (p. 22 of print) it is provided that the "Queen's Bench Division shall have not less than four judges." Suppose that after the commencement of the Act the first vacancy that happens among the nine puisne judges should be in the Queen's Bench Division—which of those two clauses is the Government to obey—the 6th, which peremptorily forbids that such vacancy be filled up, or the 30th, which with equal peremptoriness enjoins that the judges of the Queen's Bench Division are to be never less than four?"

This last difficulty seems to us to be a mare's nest. The supposed dilemma would be solved by transferring one of the other puisne judges or junior barons to the Queen's Bench, for which no consent on the part of the judge transferred is necessary.

THE SUPREME COURT OF JUDICATURE ACT.

III.

The change in the law effected by the 8th sub-section of the 25th clause of this Act, though less observable, and less important, than that on which we commented last week, is still calculated to effect a very important change in the remedies open to mortgagees and other persons having charges or claims upon real estate. It is a well-known principle of the Court of Chancery that it will only appoint a receiver at the instance of a party who has no legal title to possession (or exclusive possession) of the property—*e.g.*, not at the instance of a first mortgagee who has the legal estate. The ground of this is, of course, to be found in the fact that the jurisdiction of the court in this respect was originally "supplementary" merely, and arose out of the helplessness of owners of purely equitable charges to prevent waste or mismanagement, wilful or otherwise, on the part of the holders of the legal estate. The court then supplied the necessary protection by putting into possession of the property *its own officer*, who would, of course, deal with it exactly as the court might order, and treating any interference with such possession on the part of any person, whether entitled at law or not, as a contempt of its authority. Hence it followed that when the applicant, having a legal interest, was able sufficiently to protect his interest by proceedings at law, there was no ground for the interference of the court with the possession, and the applicant was left to the exercise of his legal rights, whatever they might be, according to the machinery of the common law. As the Act is expressly intended to abolish all distinctions in the machinery by which legal and equitable rights are to be enforced (though not attempting or professing to get rid of the distinction between these two classes of rights themselves), it would appear to follow, logically, that such a contrivance as we have described, being no longer necessary, would cease to be employed, the parties being now all able sufficiently to protect their several interests by other and more ordinary means. And this would in all probability have been the practical effect of the "fusion" had the Act been silent upon the subject; because the Common Law Divisions (as we may for convenience still call them) of the High Court would naturally, and properly, have interpreted the 24th clause as conferring on them the power to give such equitable remedies only as the nature of the case rendered *necessary* for the sufficient protection of the party (which *ex hypothesi* this would no longer have been); and the judges of the Chancery Division, who might possibly have been inclined to extend the principle of *Evans* v. *Bremridge* (2 K. & J. 174) to equitable remedies of every kind, would be practically excluded from interference except where the estate was in course of administration by the court, in which case the receiver is appointed on a totally different principle, and with markedly different operation. The contrivance, however, has been found far too convenient in practice to be dispensed with on any theoretical or logical grounds, and accordingly the sub-section under consideration enacts that every branch of the court may appoint receivers whenever convenient, without regard to the question whether the applicant has a legal or equitable estate, or is in or out of possession of the property. This will doubtless prove a great boon to annuitants, rent-chargers, and others, who were denied the assistance of the court because of the existence of a power of distress for the recovery of their charges; a power, however, the exercise of which was frequently so fraught with hazards of various kinds as to be worse than no remedy at all. (See for example the case of *Sollory* v. *Leaver*, L. R. 8 Eq. 22, 18 W. R. 59). These will now, we presume, be entitled to the assistance of a receiver whenever, by reason of any difficulty or irregularity in payment, it becomes expedient for them to take the rents and profits out of the hands of the owners of the estate subject to the charge. Another large class who will be benefited by this provision, if the court shall give it the full operation we anticipate, are mortgagees, particularly mortgagees of life and other limited estates. As the law stands at present a mortgagee having the legal estate cannot under any circumstances obtain a receiver from the court; if it does not suit him to realise his security by sale or foreclosure (as is frequently the case) he must enter into possession at his own risk, and subject himself, at every moment, to have an account taken against him in the most onerous form known to any court in the country. Such a mortgagee may in future, apparently, obtain a receiver whenever "convenient," without being driven to take possession; and thus get rid of all questions of "annual rests," "wilful default," and the other difficulties which led the late Lord Justice Knight-Bruce to describe the position of a mortgagee in posession as "the most unfortunate with which he was acquainted."

Another well-established doctrine of the Court of Chancery was that, with certain well-defined exceptions, it would not interfere on behalf of a claimant of real estate who claimed by a legal title, which, if good, would entitle him to immediate possession. So far has this doctrine been carried that in *Slade* v. *Barlow* (L. R. 7 Eq. 296, 17 W. R. 366) a preliminary objection to the jurisdiction was allowed to a bill for partition by a plaintiff out of possession, where it appeared that the plaintiff's right depended upon a point of construction of a will which devised legal estates. It was urged that whether the court had or not original jurisdiction to determine such a question so raised, that jurisdiction had been conferred on it by Sir John Rolt's Act; but the Vice-Chancellor (Lord Justice James) refused to accede to the argument, on the ground that the only proper way of trying the question was by ejectment, and he accordingly retained the bill for a year, with liberty to bring an action, refusing altogether to try the question of title as incidental to that of partition. A necessary consequence of this doctrine was that a defendant in possession under

colour of right could not ordinarily be restrained from committing any waste or destruction of the property he might think fit; and similarly, that a claimant out of possession could not, in the absence of such circumstances of aggravation as existed in *Lowndes* v. *Bettle* (12 W. R. 399), and that class of cases, be prevented from committing acts of trespass under colour of asserting his right. The Act will enable the High Court to interfere by injunction in all such cases, so as to compel all claimants to real estate, whether in or out of possession, and whether claiming by legal or equitable titles, to preserve the subject matter of contest free from wilful damage pending the contest as to their respective rights. This is, we think, one of the most beneficial enactments in the whole Act, and one more likely, as far as we can judge, to prove of practical importance than almost any other it contains.

RECENT DECISIONS.

EQUITY.

COSTS—HIGHER AND LOWER SCALE.

Cotterell v. *Stratton*, L.J., 22 W. R. 607.

By Regulation, 1860, No. 2, it is provided that solicitors shall be allowed costs on the lower scale, unless the court shall make order to the contrary, in among other cases, "all suits for foreclosure or redemption, or for enforcing any charge or lien, in which the mortgage whereon the suit is founded, or the charge or lien sought to be enforced, shall be under the amount or value of £1,000." In *Cotterell* v. *Stratton* the mortgage was to a building society. The original advance was £900, and the debt was to be paid off by monthly instalments. The sum actually to be paid would amount to £1,275; but as it is evident that the difference between this sum and that originally advanced was in the nature of interest, while the exaction of other sums, which might become payable as fines or commission, was intended only as additional security for the due payment of the instalments, it is clear that the case was within the rule which we have stated, quite irrespective of the amount actually due at the filing of the bill for redemption. Malins, V.C., however, while holding that the lower scale was applicable, based his decision on the fact that the amount of the unpaid instalments at the filing of the bill was much under £1,000.

James, L.J., upheld this decision, but disapproved of the Vice-Chancellor's reason for giving it. According to the Lord Justice the court has only to look at the principal sum secured by the mortgage, and the sum which may be actually due at the filing of the bill is immaterial. It will be seen that the expression of this view was unnecessary to the decision; although as a *dictum* of the Court of Appeal it is entitled to great weight. If it shall be considered binding or be followed, the result will be that where the mortgage was for, say, £1,500, and £1,000 has been paid off before the filing of a bill for redemption or foreclosure, costs will be allowed on the higher scale.

We notice that the Lord Justice went perhaps a little out of his way when at the end of his judgment he said, "I must say I am unable to follow the principle of the cases cited." It is a little difficult to determine which of the cases referred to are thus condemned. But perhaps we may take it that *Flockton* v. *Peake* (12 W. R. 1023) and *Earl of Stamford* v. *Dawson* (15 W. R. 896, L. R. 4 Eq. 352) are the cases disapproved of. *Flockton* v. *Peake* and *Earl of Stamford* v. *Dawson* were both decided by Wood, V.C., who, with the late Lord Justice Turner, had a principal share in settling the regulation. The actual decision in *Flockton* v. *Peake* can hardly have been disapproved of by Lord Justice James; but perhaps he had in his mind the remark of the Vice-Chancellor when he expressed great doubt whether a bill seeking to open an account on the ground of gross fraud would come within the regulation at all. In *Earl of Stamford* v. *Dawson* the value of the property in dispute was far under £1,000; but the unsuccessful party, who was a servant of the plaintiff, and as such had purchased the property for him and then fraudulently denied the agency, was condemned to pay costs on the higher scale. The learned judge in that case said that the regulation had no application to a case where fraud arose, or to a case like the present, where a vast amount of the expense incurred—in fact the whole expense of the suit—had no relation at all to the value of the property, but arose out of the denial of agency on the part of the defendant. Lord Justice James is apparently of opinion that the regulation applies to all cases whether of fraud or not, provided the sum in dispute is less than £1,000. If this is the true construction of the regulation it is to be expected that the court will not refuse to take advantage of the introductory words of the regulation—viz., "unless the court shall make order to the contrary," for the purpose of punishing fraud.

NOTES.

HOME.

On the 10th ult. another question as to the construction of section 87 of the Bankruptcy Act, 1869, and the application of the decision in *Ex parte Villars* (22 W. R. 603), came before the Lords Justices, in a case of *Ex parte James*. A trader debtor filed a liquidation petition on the 18th of November. On the previous day the sheriff had seized his goods under a writ of execution for a debt above £50, and on the 22nd of November the sheriff sold. On the 3rd of December notice of the petition was given to the sheriff. On the 16th of December the adjourned first meeting of the creditors was held. The creditors failed to pass any resolution, and the meeting separated. On the 17th of December the sheriff paid the money realised by the sale to the execution creditor. On the 19th of December a petition in bankruptcy was presented against the debtor, founded on the act of bankruptcy committed by the filing of the liquidation petition, and notice was given to the sheriff, and to the execution creditor. On the 10th of January an adjudication was made. On the 23rd of February, in consequence of the decision of Mellish, L.J., in *Ex parte Villars*, the execution creditor repaid the money which he had received from the sheriff to the trustee in the bankruptcy. After this decision was reversed, the execution creditor claimed to have the money returned to him, and Mr. Registrar Roche decided that he was entitled to it. The Lords Justices affirmed this order. It was argued that the adjudication was really made upon the liquidation petition, of which the sheriff had notice within fourteen days after the sale, especially having regard to the 267th Rule of 1870, that in the event of any neglect of the creditors to pass a resolution for liquidation or composition "the court may, on the application of any of the creditors, and after notice to the debtor," adjudicate the debtor a bankrupt. Their Lordships, however, held that the proceedings on the liquidation petition were really at an end when the meeting of the creditors broke up on the 16th of December without passing any resolution, as no trustee could then, by any possibility, be appointed. At any rate they thought that the Rules could not alter the provisions of the Act so as to affect the rights of an execution creditor. They held, therefore, that the sheriff was justified in handing over the money to the execution creditor on the 17th of December, and that, although it had been returned to him under a mistake as to the law, still, as the trustee was in the position of an officer of the court, he must return it to the execution creditor.

In a case of *Ex parte Boreham*, recently heard before the Chief Judge in Bankruptcy on appeal from the Birkenhead County Court, the question arose what course of conduct by a debtor amounted to the act of bankruptcy of being out of England and remaining out of England with intent to defeat or delay his creditors? The short facts of the case were that the debtor had purchased goods for £500, paying £50 in cash, and giving his promissory note payable at a short date, for the balance. The debtor went to France before the note became due and remained there. Upon maturity the note was presented but not paid. There was

no express evidence of intent to defeat or delay, but the Chief Judge, reversing the order of the court below, held that the legal and natural consequence of the debtor's acts was to defeat or delay the petitioning creditor, and that the intent must be presumed. The order of the court below dismissing the petition was therefore discharged, and the debtor was adjudicated a bankrupt.

In the case of *Re The Ruby Consolidated Mining Company* (22 W. R. 762), in which Malins, V.C., upon a motion under section 35 of the Companies Act, 1862, ordered that the name of a shareholder, holding shares which he had paid up in full, should be removed from the company's register, on the ground that he had been induced to apply for the shares by misrepresentations contained in the company's prospectus, the order of the Vice-Chancellor has been discharged by the Lords Justices. Their Lordships thought that the jurisdiction under section 35 being a discretionary one, it would be more proper under the circumstances of the case that the question of fraud should be tried in an action. The real object of the applicant was of course to recover the money he had paid for the shares, and the decision by this court that he never was a shareholder would in fact conclude beforehand the result of any action which he might bring against the company to recover his money. No harm could result to him by leaving his name on the register, there being no further liability on the shares. If the shares had not been fully paid up, of course he would run the risk of liability to creditors of the company in case a winding-up order should be made; but there was no such risk in this case. Therefore the motion was ordered to stand over, with liberty to the applicant to take such proceedings as he might be advised.

There appears to be some misapprehension as to the jurisdiction given to the Court of Bankruptcy by section 98 of the Act of 1869, which provides that if any person on examination before the court admit he is indebted to the bankrupt, the court may, on the application of the trustee, order him to pay to the trustee the amount admitted. In *Ex parte Wealey*, heard by the Chief Judge on Monday, the bankrupt, a grocer, owed about £30 to Wealey, a furniture dealer. Just before the bankruptcy Wealey obtained from the bankrupt, on credit, groceries to about the same amount. Wealey was summoned for examination, and on being examined he admitted that he had obtained the goods, but he would only expressly admit that he was indebted to the bankrupt in the sum of 3s. 10d., the balance of the two transactions. Thereupon the judge of the Chelmsford County Court ordered Wealey to pay to the trustee the whole price of the goods which he had obtained on credit. The Chief Judge held that the order was not justified under section 38, and that the most that could have been properly done under that section would have been to order payment of the 3s. 10d. expressly admitted to be due. It was stated, on the hearing of the appeal, that the county court judge had made several similar orders.

FOREIGN.

United States.

In the United States the power possessed by Circuit and District Courts of committing for contempt has been limited and defined by an Act of Congress, which limits this power to three classes of cases: 1st. Where there has been misbehaviour of a person in the presence of the courts, or so near thereto as to obstruct the administration of justice; 2nd. Where there has been misbehaviour of any officer of the courts in his official transactions; and 3rd. Where there has been disobedience or resistance by any officer, party, juror, witness, or other person to any lawful writ, process, order, rule, decree, or command of the courts. An earlier Act gave the courts power to punish contempts of their authority in any cause or hearing before them, by fine or imprisonment. In a recent case (*Ex parte J. S. Robinson*) the Supreme Court of the United States had to decide upon the legality of a somewhat novel penalty inflicted for contempt of court. The application was for a *mandamus* to the judge of the District Court of the United States for the Western District of Arkansas to vacate an order made by him disbarring the petitioner, and to restore him to the roll of attorneys and counsellors. The facts were that the grand jury of the Western District of Arkansas having reported to the District Court that they had made every effort to have a certain witness brought before them, but that the witness, after seeing the attorney, J. S. Robinson, suddenly absented himself, the court forthwith ordered the witness and Robinson, the attorney, to show cause why they should not be punished as for a contempt. The attorney appeared and was ordered by the judge to answer in writing. The attorney pointed out that the rule did not require him to respond in writing. The judge ordered the clerk to enter an order requiring Mr. Robinson to answer the rule in writing. Whereupon the attorney said, "I shall answer nothing;" and "immediately, without time for another word, the judge ordered the clerk to strike the petitioner's name from the roll of attorneys, and the marshal to remove him from the bar." The judge alleged that the tone and manner of the petitioner were angry, disrespectful, and defiant; and that regarding the words, "I shall answer nothing," and the tone in which they were uttered as in themselves grossly and intentionally disrespectful, as an expression of an intention to disobey and treat with contempt an order of the court, and believing that the petitioner intended to intimidate him in the discharge of his duties, he felt it due to himself and his office to inflict summary and severe punishment upon the petitioner. The Supreme Court granted a peremptory *mandamus* requiring the judge to vacate the order disbarring the petitioner. They held that "happily the law prescribes the punishment which the court can impose for contempts." That punishment is limited to fine and imprisonment, and therefore the judgment of the court disbarring the petitioner, treated as a punishment for a contempt, was unauthorised and void. "Before a judgment disbarring an attorney is rendered," said Mr. Justice Field, "he should have notice of the grounds of complaint against him, and ample opportunity of explanation and defence. This is a rule of natural justice, and is as applicable to proceedings taken to deprive an attorney of his right to practise his profession, as it is to proceedings taken to reach his property. . . . The principle that there must be citation before hearing, and hearing or opportunity of being heard before judgment, is essential to the security of all private rights. Without its observance no one would be safe from oppression wherever power may be lodged."

The *Albany Law Journal* notices a decision of the Court of Appeals of Virginia (*Ould* v. *City of Richmond*, 1 Am. L. T. R. (N. S.) 241), that a city ordinance providing that lawyers, among others, should pay a certain sum as a tax was not unconstitutional. The charter of the city authorised the city to "raise annually by taxes and assessments such sums of money, etc, in such manner as they shall deem expedient in accordance with the laws of the State and of the United States." The court said that as a lawyer obtained his licence from the State, it was not within the province of a municipal corporation to grant it or to take it away, yet that it was as fair a subject for municipal taxation as any property to which a man had a vested right.

It is announced that Lord Jerviswoode, one of the judges of the Court of Session, Edinburgh, has resigned, and that Mr. Millar, Solicitor-General, has been appointed in his stead.

The Pacific *Law Reporter* has engaged a Chinese reporter whose name is Chock Wong.

The following statement, says the *Central Law Journal*, is vouched for by a trustworthy correspondent:—One of the circuit judges of Florida, while sojourning at a certain town in his circuit, became so inebriated that the authorities locked him up in the calaboose. Mindful of the high dignity of his official position, and with intent to support the same in a becoming manner, the learned judge issued a writ of *habeas corpus*, returnable before himself, directing the sheriff to take and produce his body, etc. The sheriff failed to execute the process, and the mayor having voluntarily released the prisoner, the judge imposed a fine upon the sheriff for failing to execute the writ.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord ROMILLY.)

March 27, 28, 31; April 1; May 11.—*Re the European Assurance Society.*
Hodge's case;
Donisthorpe's case;
John Hulme's case;
Norbury's case; and
Blackburn's case.

Life assurance company—Transfer of shares—Pauper transferee—Concealment of facts from directors—Nominal consideration—Transfer to servant—Compromise of action for calls—Breach of trust by directors—Winding up—Contributory.

Where a shareholder in an assurance company (in which the approval of the directors is necessary to the transfer of shares) transfers his shares in order to escape the liability attaching to them, the transfer will not be valid as against creditors, in the event of the company being subsequently wound up, unless he acquaints the directors with every circumstance in the transaction, which he knows or "could know by fair inquiry."

In N.'s case, where the directors, who had refused to accept a transfer of shares, on the ground of the transferee's unfitness, and had commenced an action against the transferor for calls, afterwards agreed, by way of compromise, to pass the transfer on payment of the calls—it was held that the directors had committed a breach of trust, and the transfer was therefore set aside.

In B.'s case, however, where it appeared that the transferor (though he only paid part of the sum due for calls) had paid all that he was able, and that the directors had had full information from him and from their local agent of the transferee's position, a similar compromise was held to be binding.

These were all cases in which the official liquidator of the European Assurance Society applied to set aside certain transfers of shares, which had been made when the society was in a failing state, and with the object of escaping the probable liability to which shareholders were then exposed.

From September, 1869, various petitions to wind up the society were from time to time presented and were dismissed, but the society was finally ordered to be wound up in January, 1872, upon a petition which had been presented on the 10th June, 1871.

The 96th and 97th clauses of the society's deed of settlement, which provide for the transfer of shares by shareholders and the approval by the directors of such transfers, are set out at length in *Lloyd's case*, 17 S. J. 46.

The special facts in each case are stated below.

March 28.—*Hodge's case.*

In this case Mr. Hodge, in the month of February, 1871, employed Messrs. Spackman & Sons, brokers, outside the Stock Exchange, to get rid of 250 shares in the European Society. The shares were transferred to Abraham Batten, who was described as a shipping agent, and the transfer notice and deed stated the consideration to be five shillings paid by the transferee.

In reality Mr. Hodge paid Batten £25, but of this the directors were not informed. The evidence showed that Batten was introduced to Spackman by a person named Clothier, who was in the habit of finding transferees for shareholders in the society, and that in pursuance of an arrangement between the parties the money paid by Mr. Hodge was in fact divided, Clothier and Bermingham, who was the society's transfer clerk, each receiving £7 9s. 6d. and Batten £10.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator.

Jackson, Q.C. (*Ingle Joyce* with him), for Mr. Hodge, argued that the case was distinguished from former cases because the transferor had paid the money directly to his transferee, and therefore had no reason to suspect any such division of it as was in fact made, and because the directors had written during the negotiations to say that the reason the transfer had not been carried through was that they were making inquiries as to Batten's real position.

Lord ROMILLY.—My view is that the transferor must tell everything that he knows, which will leave the directors to trace out what the real transaction is. The transferor in this case knew this—that he paid £25 for his shares being taken. Then he ought to have told that to the directors, and they would have said, "What was done with the £25?" And thereupon he would have asked Spackman, and Spackman would have told him how the £25 had been disposed of. All that would have enabled the directors to trace up the whole transaction, and such a transaction can never stand unless the transferor tells everything he knows—all that he could know by fair inquiry. But this was a very distinct case of not telling what he actually knew. He allowed it to pass as if it was under the nominal consideration of five shillings, whereas everyone knows that the nominal consideration is never paid. But here it was £25 actually paid to the transferee to induce him to take the shares, and that £25 was divided in a form by which one of the company's own servants, who was a person actively engaged in the transfer, was to receive a benefit. I think the transferor cannot compel the directors to be bound by a transfer made to a person who was one of the participators in a transaction of that description, which had not been communicated to the directors, and I must, therefore, set it aside.

Solicitors for the official liquidator, *Mercer & Mercer.*
Solicitors for Mr. Hodge, *Ingle, Cooper, & Holmes.*

March 31.—*Donisthorpe's case.*

In this case Mr. Donisthorpe, who was the owner of 500 shares in the European Society, paid a Mr. R. Stewart, a stockbroker in Edinburgh, who afterwards died insolvent, £83 6s. to take them off his hands. The transfer notice and deed stated a nominal consideration of five shillings per share, but there were some peculiar circumstances under which the transfer had been arranged. Mr. Donisthorpe first communicated with the officers of the society, and then Bermingham, the transfer clerk, wrote to Stewart a letter, and Stewart, in consequence of that letter from Bermingham, wrote to Mr. Donisthorpe, offering to assist him in getting rid of his shares. The latter replied that he should feel obliged by Stewart's disposing for him of his 500 European shares, but he was not to sell them unless the purchaser could guarantee him freedom from any further liability. There was some further correspondence as to the price to be paid, and also a correspondence (of which Mr. Donisthorpe was entirely ignorant) between Bermingham and Stewart, in which the former boasted of his facilities for getting transfers passed by the directors. Part of the £83 6s. was handed over by Stewart to Bermingham.

The directors were not informed of the exact amount paid by Mr. Donisthorpe to Stewart, but the following letter, written by Mr. Donisthorpe's son to Mr. Parminter, the manager of the society, was relied on as showing that they had notice that the five shillings consideration was only put in for form's sake, and that something was to be paid by the transferor. The letter was as follows:—"My father, who is, as you are aware, the holder of 500 shares, is determined to get rid of them and the anxiety they cause him, as his health will not permit him to bear it. He cannot, however, find anyone who is willing to take them off his hands without an additional payment per share of a moderate sum. He is accordingly about to advertise them in the leading papers, and before doing this he has desired me to inform you of his intention, hoping that in case you can find some one to take them that course may be avoided, as it is not calculated to be beneficial to the society at the present time."

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator.

Horace Davey, for Mr. Donisthorpe.

Lord ROMILLY.—I dare say Mr. Donisthorpe acted perfectly *bonâ fide*, but I must set aside this transaction. It comes within the rule that I have always laid down, that if the directors had been informed that the money had been paid, they would have been able to ascertain to whom and how it had been paid, and they might have

* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law.

made their account. I am of opinion that this transfer must be set aside, but without costs. There is a distinction in this case, that Mr. Donisthorpe informed them before he made the transfer.

Solicitors for Mr. Donisthorpe, *Wilson, Bristowe, & Co.*

March 31.—*John Hulme's case.*

This was the case of a transfer of 1,400 shares in the European Society from the name of Mr. Hulme, a cotton spinner, of Stockport, to a man named Arthern, who was employed in his warehouse at twenty-three shillings a week.

The transfer notice and transfer deed (which latter was dated the 21st August, 1869) described the transferee as a "warehouseman," and stated the consideration to be £280 paid by Arthern to Mr. Hulme.

It was admitted that the whole sum of £280 did not pass, but it was alleged that £55 was actually paid by Arthern, and that the rest was to be paid out of the future dividends on the shares. Arthern had been examined before the assessor on the part of the liquidators, and was cross-examined now before the Arbitrator, and he adhered to his statement that the £55 was paid by him partly in gold and partly in notes.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that it came within the class of cases of colourable transfers to servants to avoid liability, and that the transferee was misdescribed, and the consideration misrepresented. They cited *Joshua Murgatroyd's case* and *W. Williams's case*, *ante* pp. 28, 84.

Marten, Q.C., for Mr. Hulme, said that the term "warehouseman," was correctly applied according to the usage in the trade; that the transaction was carried out through the local agent of the society, who was acquainted with all the facts, and therefore there was no concealment of facts which ought to have been disclosed. No petition to wind up the society had then been presented, and those that were presented shortly afterwards were dismissed with costs.

Lord ROMILLY.—I do not think this can be allowed as a valid transfer. The principal objection to it is the making a transfer of the shares to his servant because the society is failing. That I have always expressed myself very strongly against. I think this case comes within the rule. It is the case of a servant of a person who has taken shares out of regard to his master. It is open to every possible objection that can be taken. £55, part of the purchase-money, has been paid, and as to the rest of the purchase-money no time for payment is expressed. It is a doubtful question whether the transaction can ever be completed; and it is evident that Mr. Arthern, having adopted the transaction, never expected to get anything wherewith to pay the balance. I think in this case the transfer to him must be set aside, and his master must be restored.

Solicitors for Mr. Hulme, *Milne, Riddle, & Mellor.*

April 1.—*Norbury's case.*

In this case Mr. Norbury, a corn factor near Manchester, in October, 1869, transferred 2,900 shares in the European Society to Matthew Walker, who was then in his employ as cashier at a salary of 35s. a week. The transfer was not registered until the 14th March, 1871, but the transfer notice had been sent to the society's office on the 6th October, 1869, accompanied by a letter from Mr. Stones, the local agent for the European. Mr. Walker was described as a "cashier," and the consideration was stated to be £50 paid by the transferee. No answer having been returned by the society, Mr. Norbury contended that, under the 96th section of their deed of settlement (which is set out in *Lloyd's case*, 17 S. J. 46), the directors must be concluded to have approved his transferee. On the 23rd October, 1869, a deed of transfer was executed by Norbury and Walker, in which the consideration was stated to be £290; this deed was sent to the society for registration, accompanied by a letter from Mr. Stones, informing the manager that in consequence of the dismissal of the petitions to wind up the society, Mr. Norbury had refused to sell the shares for the sum named in the original transfer notice. The £290 was not paid, but Mr. Norbury agreed to take a promissory note for the amount; this promissory note was in fact never signed, but Mr. Norbury contended that Walker's liability to sign it still remained.

Calls were subsequently made upon the shares, and the call notices were sent to Mr. Norbury, but he refused to pay them, and returned the notices, alleging that, under the 96th section, the society had accepted his transferee, and were bound to register the transfer deed. A number of letters were then sent to him from the society, some of which said that inquiries were being made about the position of Walker; and on the 24th January, 1871, they commenced an action against Mr. Norbury for £1,521 15s. 7d., the amount of the calls then made. Negotiations for a compromise then commenced, and on the 14th March, 1871, it was agreed that the deed of transfer should be registered, and that Mr. Norbury should be released from further liability on paying to the society, partly in cash and partly in bills, £1,450. This agreement was carried out, and the certificate for the shares was handed to Walker.

The 54th clause of the society's deed of settlement relating to suits and compromise was as follows:—"That the board of directors may direct any action, suit, or other proceeding, whether civil or criminal, and whether in Great Britain or elsewhere, to be brought, prosecuted, or defended in the name or names of the company, or of any proper or necessary party or parties, for or on account of any matter or thing concerning the company or their rights and interests, and also may, either before or after the commencement of any action, suit, or other proceeding, compromise, or compound, and also refer to arbitration any matter, cause, or thing concerning the company or their rights and interests, and may execute and give any general or other release for or on behalf of the company; and the party or parties in whose name or names any such action, suit, or other proceeding shall be brought, prosecuted, or defended, shall not release, voluntarily discontinue, or become nonsuit in the same, unless by the consent and under the direction of the board, and such party or parties shall be indemnified by the board out of the funds or property of the company against expenses or losses which he or they may incur or sustain by reason or in consequence of any such action, suit, or other proceeding."

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator, contended that the transfer was bad because (1) it was a transfer to a servant of the transferor (see *John Hulme's case*, *supra*); (2) none of the consideration money, expressed in the deed, had been actually paid; and (3) the alleged compromise which took place was a clear breach of duty on the part of the directors, from which Mr. Norbury could gain no benefit.

Graham Hastings, for Mr. Norbury, contended that it was a *bonâ fide* out-and-out transfer; that Mr. Norbury always believed he would receive the consideration money, and could still claim it from the transferee; that the society had accepted his transferee by neither refusing to accept him nor proposing a substitute within the fourteen days (in support of which he cited *Bentinck's case*, 17 S. J. 807), and that in any case they had made a *bonâ fide* compromise with Mr. Norbury within the powers conferred upon them by the 54th clause of their deed of settlement, and thereby he had been released from further liability. He also referred to *Williams's case*, Eur. Arb. Minutes, p. 349.

Lord ROMILLY.—I do not think the clause in the deed has any reference to this at all. It refers to a compromise of a suit. This is not a compromise of a suit; it is upon the condition that, if you pass the transfer of my shares to Walker, then I will pay you this money. That is not a compromise of the suit, and it has nothing at all to do with what has arisen in the suit. The compromise is of this kind, "provided you commit a breach of trust then I will pay the money that is claimed in the action." Having refused to pass the transfer for a considerable length of time; having all along said that the proposed transferee is not a fit person to have; having made two calls in the meantime, they then say, "If you pay the calls we will pass the transfer to this improper person;" that is not a proper transfer, nor is it one that they are competent to make, even if it were really within the clause, because it is a breach of trust. They are trustees, and they are to see that they shall only have a responsible person as the transferee of certain shares. There is a certain person who is to be put forward as a transferee, the

transferor's cashier; they refuse to pass the transfer, because they think he is not a fit person, and they refuse that for a period of two years; and then at the end of that time, having made two calls, and the transferor having refused to pay them, they seek to compel him, being still a member of the society, by bringing an action against him for the two calls. They say, "If you will pay the amount of the two calls, we will pass the transfer, that is to say, a transfer to a person we for two years have said is an unfit person, we stating, moreover, that in our opinion it would be necessary to give some evidence that he would be able to pay £1,000" (I think it says in one of the letters) "before we will pass the transfer." If you had supplied that information the whole thing would have been simple and straightforward. In that case they must have passed the transfer and adopted the transferee. But instead of that they bring an action for the money; the transferor resists it on the ground that he is not a member of the society. They go on with that proceeding; he obviously gets advised by some one that he has no good defence to the action, and then he says "I will compromise it, provided you will pass the transfer." That would no doubt be a very easy mode of disposing of the matter, provided the transferee was a fit person, but he is not a fit person, it is a breach of trust, and one that would make void the whole transaction. I am of opinion that it is a void transaction, and the transferor cannot escape from his liability. There will be the usual order as to costs.

Solicitors for Mr. Norbury, *Dangerfield & Fraser.*

May 11.—*Blackburn's case.*

In this case Dr. Blackburn, a surgeon, in Lancashire, transferred 4,450 shares in the European Society, which then involved a possible liability of more than £7,000, to William Holt, a clerk, earning twenty-five shillings per week, in a firm of which Dr. Blackburn's nephew was manager.

On the 21st of October, 1869, a formal notice of an intention to transfer the shares to Holt, in consideration of £55 4s. 2d., was sent to the society by Mr. Gartside, the transferor's solicitor. At this time a call of £1,112 5s. was due on the shares, and on the 19th of November, 1869, Mr. Gartside informed the society of Mr. Holt's willingness to pay the call on knowing that his transfer would be registered. To this the manager replied that the directors could not take transfers into consideration while calls were unpaid. About this time a further call of 10s. per share was made, and on the 13th of December, 1869, Mr. Gartside wrote to the society referring to the transfer that had been made, and stating that—

"Mr. Blackburn is not in a position to pay the calls now made, and will, if pressed, have to go through the Bankruptcy Court. The house he lives in must be sold to meet the call of £1,100 due before the 10s. call was made. I have advised Mr. Blackburn to pay all he can before having recourse to the court, and I wish to put the matter fairly before the board with a view to compromise."

In reply, the secretary wrote:—

"If your client, Mr. Blackburn, will pay the old 5s. call, the board are disposed to treat very favourably and leniently with him, but they feel they cannot do or say anything till the old arrear is paid up."

The transfer was not registered and the calls were not paid, and in March, 1870, the society commenced proceedings against Dr. Blackburn to recover the calls. There were various negotiations with reference to the action, and the manager of the society had two interviews with Mr. Gartside, at which the matter was discussed, and ultimately, after the dismissal in June, 1870, of a petition to wind up the society, it was arranged in July, 1870, that Dr. Blackburn should pay the first call, and that thereupon the transfer should be registered. This was accordingly done, and on the 19th of July, 1870, the transfer to Holt was duly registered in the books of the society. Pending the negotiations for the compromise, inquiries were made by the society as to the circumstances of Holt, the transferee, and the society in this way ascertained all about his position.

Higgins, Q.C., (*M. Cookson* with him), for the official liquidator, now contended that the transfer ought to be avoided on the ground that the directors were misled by the representation that £55 12s. 6d. had been paid by Holt as a consideration for the shares, whereas nothing whatever had been paid; and, further, that a transfer could not stand where the transferee was a servant of the transferor's nephew, and wholly unable to meet the liability on the shares. With regard to the compromise, there was no clause in the society's deed of settlement authorizing such a transaction; the cancelling of more than £6,000 of capital and putting an improper transferee on the register would be a gross breach of trust. The case was entirely covered by *Norbury's case* (*vide supra*).

Benjamin, Q.C. (*Woodhouse*, with him), for Dr. Blackburn, said this was not the case of a rich man fraudulently getting a pauper to take his shares, but was the case of an honest poor man who had given up everything he had in the world, and who had effected a compromise with the society after explaining fully all the circumstances of the case. It would be most unjust to re-open the transaction when the directors had entered into this compromise after obtaining full information. There was no fraud or breach of trust. All that the official liquidator could allege was that it was improper for the directors to refrain from pressing the shareholder into bankruptcy, and let him off on his giving up everything he possessed. If the directors could not make such a compromise as this, they never could make a compromise at all, and there would no meaning in the clause of the society's deed, which gave the directors power for that purpose.

Lord ROMILLY.—I am of opinion that this is a case of a compromise, and nothing but a compromise, and that it is a fair compromise; that whether it was for a sum of money or for the payment of previous calls, it was a compromise carried into effect by the agents of the company, who gave the company full information on the subject; and that the company agreed, upon that information, to accept the sum of money as a compromise of the suit that was brought against Dr. Blackburn. I think Dr. Blackburn correctly stated his affairs, and that the matter is not incorrectly stated in any way. There is no evidence given of a contrary nature, and the whole of the evidence shows that he did what he was able to do. I do not place any reliance on what is said about Mr. Holt; that is a mere fringe of the matter, and is merely a mode of getting rid of the shares—as to which the directors were perfectly well informed of the whole transaction. Mr. Gartside gave them information respecting what Dr. Blackburn could do. They had inquired into that. The evidence is, that they sent down and kept the subject of the compromise open while they were inquiring into it. The whole of that is binding on them, as being done with the full knowledge that they possessed. With respect to the technical part of the matter, I think that the 23rd clause of the deed is sufficient, and that it would lie on the directors, when they enter into a compromise, to enter into it fairly; and if they say there is a technical difficulty, it was open then to point out what was the technical difficulty in the matter, and they ought to have informed Dr. Blackburn what he ought to do in order to get rid of his shares. But that was assumed on both sides to be done in this manner; and I am of opinion that the directors had full authority to do what they did. They did it with full knowledge of the matter; and they had made the inquiry into Dr. Blackburn's circumstances. They cannot, therefore, now, after this lapse of time, repudiate the transaction and seek to go into it all again.

I am of opinion, therefore, that this claim of the official liquidators fails, and I must give the costs out of the estate, as I usually do in such cases. I do not think the case before me (*Norbury's case, supra*), has anything to do with this case. That was a clear case of fraud. Mr. Holt's name will remain on the list of contributories.

Solicitors for Dr. Blackburn, *Hillyer, Fenwick, & Stibbard.*

The *Albany Law Journal* states that in a recent will case in New York sixty-eight witnesses were examined, and the proceedings fill three volumes, of 1,813 printed pages. The argument consumed three days. We have not, says our contemporary, had the pleasure of seeing Mr. Clinton's argument, but Mr. Arnoux's, which has been furnished us, covers 209 pages, and forms a supplementary volume. The proponents also furnished the court with a "synopsis" of the testimony for convenience of reference, which covers 197 pages.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 10.—*The Inns of Court and Legal Education.*—Lord SELBORNE, in introducing two Bills—one relating to the Inns of Court, and the other to legal education—said the first Bill was one for the incorporation of the Inns of Court and the regulations of their affairs. Those Inns were very ancient institutions, for they could be traced back to the date of a Royal Commission issued in the reign of King Edward I., and he ventured with confidence to say that they discharged public functions of the greatest importance. In 1854 it was referred to a Royal Commission to inquire into the arrangements of the Inns of Court. He quoted from the report of the commission to show the public character and responsibilities of the societies and their position towards the community. He did not think their Lordships would hesitate to state that, the Inns of Court being invested with a public character and invested with a public responsibility—as they were, in fact, corporations, no harm could result from their being legally incorporated. The commission recommended that the Inns of Court should be united in one university for the purpose of legal education, but remaining separate as to their property. His noble and learned friend on the woolsack asked the Benchers of Lincoln's-inn in 1863 to assent to that recommendation, and on his motion they passed this resolution:—"That, in the opinion of this Bench, the creation of a legal university to which the various Inns of Court might be affiliated, and through which legal degrees might be conferred and discipline exercised, would be desirable." He thought that, with the recommendation of the commissioners and the authority of that resolution he had laid sufficient ground for the proposal he had to make as to the incorporation of the Inns of Court, and the making of proper regulations for the conduct of their businesss. Early this year he draughted a Bill and circulated it in the hope that it would elicit useful suggestions for actual legislation. In that Bill he united the two subjects which he now proposed to treat in separate Bills. The Bill which he was now about to propose was somewhat different as regarded the Inns of Court. The Bill, after incorporating all the existing Inns of Court, proposed to fix a certain number of Benchers for each of the four Inns. What that number should be was, of course, open to discussion; but he proposed forty for Lincoln's-inn, thirty for the Inner Temple, thirty for the Middle Temple, and twenty for Gray's Inn. Hitherto, the governing bodies of the Inns had been self-elected. Originally he proposed that the election of the Benchers should be by the barristers of the Inn, but he had modified that proposition. He now proposed that until the number of Benchers required by the Bill was completed, which would not be long, the election should be by barristers of five years' standing, and that after the number had been completed, as vacancies arose, the election should be alternately by the Benchers and alternately by practising barristers of five years' standing. He proposed by the Bill that only practising barristers should have the right of voting. With regard to the investigation of charges of misconduct brought against members of the profession, the Bill would create a proper tribunal for their hearing. The judges of her Majesty's High Court of Justice would be the visitors. Then, as regarded the property of the Corporation, he proposed to retain the existing powers of the governing bodies, but, subject to necessary charges and outgoings, all surplus or residue was to be appropriated for the purposes of legal education. As to the other branch of the subject, he was not prepared that evening to ask their lordships to give the Bill a first reading, because it was not yet ready to be put into the printer's hands, but he would state its main provisions. The constitution which his Bill would provide for the General School of Law was one consisting nominally of a Senate, with the Lord Chancellor at its head, and ten members nominated by the Crown, who were not to be practising barristers or solicitors, but were to represent the general interests of society. Further, there were to be certain *ex officio* members—viz, the heads of the principal divisions of the High Court of Justice—the Master of the Rolls, the two Chief Justices, and the Lord Chief Baron—the Attorney-General, the Solicitor-General, and the President of the Incorporated Law Society. There would be other members—barristers and solicitors. There would be ten of each. Four of the barristers were to be elected by the Inns of Court, and the six other by barristers of five years' standing. Of the ten solicitors, four would be elected by the Incorporated Law Society, and the six others by solicitors of standing equal to that of the barristers who were to vote. The assistance of the Inns of Court would be sought to provide funds for the teaching power. Lord St. Leonards placed some money in his hands some years ago for exhibitions, and that was accumulating. Other persons would, no doubt, follow the example of that noble and learned lord, and he was sure there would be such co-operation on the part of the Inns of Court that the teaching power would not be long in abeyance. According to the last accounts, the sums received annually in educational fees by the Inns of Court came to £4,000 or £5,000. Nearly an equal amount was received by the Incorporated Law Society, so that he did not fear a want of funds. He proposed that in the Senate regulations as to the educational qualifications of barristers should be made by the preponderating vote of barristers, and regulations as to the educational qualifications of solicitors should in like manner be made by the preponderating vote of solicitors. He must respectfully repudiate and protest against the notion that those who were to be barristers could gain anything by pursuing a separate legal education from that pursued by the attorneys and solicitors before the real lines of demarcation came to be drawn. He held that up to the stage at which it was necessary for each branch of the profession to get within its own line the students of both branches could pursue their studies together without any loss to the barristers, but to the great gain of the attorneys and solicitors, and through them of the public. He might in proof of this point to Scotland, where the writers to the signet, the solicitors, and the advocates studied together; and without disparagement of the legal profession in this country, the legal profession of Scotland might be compared with it in regard to honour and educational attainments. He knew that a number of the most eminent persons among the judges approved the united system; he knew that at least very many of the Bar approved it; and he was quite sure that the great body of the attorneys and solicitors throughout the country cordially supported it. In that opinion he entirely concurred. At that late period of the session he had not, of course, any idea of asking their lordships to do more than give a first reading to the measures which he submitted to the House. What he desired was that they should be considered by their lordships, that public opinion should be elicited upon them, and if, as he hoped and believed, that opinion would be in their favour, then, giving due weight to such criticism and suggestions as might be offered, he would take the sense of their lordships' House in reference to them at an early period of next Session.—The LORD CHANCELLOR said it was very desirable to keep distinct the question of the Inns of Court and their regulations and that of what he had called a Legal School or Legal University. He was not, however, quite sure that in working out the details of his scheme his noble and learned friend had sufficiently maintained the distinction. There could not, in his opinion, be a greater mistake than to erect a Legal University in this country which would be more than an examining authority. What the public had a right to require and what Parliament had a right to provide was this—that there should be a body whose duty and functions should be to secure that no person was admitted to the Bar or allowed to enter upon the practice of the other branch of the legal profession without passing examinations with a view to test his fitness for entering that branch of the profession in which he desired to practise. His reason for saying that in his opinion the functions of that body ought not to extend further than examining was this—he believed that any attempt to provide funds for a new Legal School which would be a teaching school, would fail, and, next, he believed that if they set up a new teaching Legal School they must of necessity exhaust or destroy the Inns of Court and their capacity for teaching law. He quite admitted the advantage which would arise if from any source means could be obtained to found exhibitions or scholarships in connection with what he would term the Examining University. As regarded the constitution of the University he agreed generally in what his noble and learned friend had said, but he thought the governing body was very much too large. He thought the Inns of Court and the profession of solicitors ought to be represented upon it, and that there ought to be members on the Senate chosen by the Crown, but the number proposed to constitute the governing body would in practice be found

to be too large. He fully concurred with his noble and learned friend that the governing body ought to take care that the area of examining was such as would thoroughly test the acquirements of those who presented themselves for examination. With respect to funds for a Legal University having that scope, nothing to his mind could be more simple than the mode of obtaining them. All that was required was to make it a condition that every person presenting himself for examination should, before examination, pay a certain sum of money, and the sums thus received would be perfectly adequate to maintain fully such a Legal University as he described. He now came to the question, what was to be the connection between the Inns of Court and the Legal University and how far the Inns of Court were to be interfered with. He quite agreed with his noble and learned friend that the idea was not to be entertained for one moment that the Inns of Court were private bodies in the sense of not being responsible to public opinion and to Parliament, or were bodies who were to be allowed to continue to grant privileges in connection with the profession of the law, but were to be perfectly irresponsible as to what they did with their property or the powers they exercised. He could not, however, concur in his noble and learned friend's proposal that Parliament should interfere to incorporate the Inns of Court and regulate their internal government and management. A safe and proper analogy to be acted upon in this case was, he thought, afforded by what Parliament did several years since with respect to Colleges and Universities, and which Parliament might now do with respect to the Inns of Court. A step which he could not but think would be expedient for the Inns of Court was this—that they should be armed with Parliamentary powers for making statutes for their own regulation as places of learning and discipline, as the colleges had been; that commissioners should be appointed of a nature, standing, and position analogous to the commissioners appointed for the Universities of Oxford and Cambridge; that the statutes should be submitted to the Queen in Council; and, further, if no statutes were submitted, or, being submitted, were not approved by order in Council, that then statutes should be framed for them through the intervention of the commissioners. As in the case of the colleges, care should be taken that the Inns of Court, as places of legal discipline and education, should be led to give an education as broad and liberal as possible, and without any attempt being made at the earlier stages of that education to draw lines of demarcation between the different branches of the profession or to narrow the education to be given into a mere dry acquirement of legal rules. He believed that if legislation proceeded upon the lines he had endeavoured to indicate it would prove extremely beneficial. He knew no one in whose hands he should be more rejoiced to see such legislation than in those of his noble and learned friend, and if his noble and learned friend undertook it he should be most happy to give him every support in his power. If, however, his noble and learned friend did not do so, he should feel it to be his duty at some future time to make a proposal to Parliament on the subject.—Lord HATHERLEY rejoiced at the concurrence of opinion that existed between the noble and learned lords who had just addressed the House on this subject, which, he trusted, would insure the passing of a beneficial and efficient measure to provide for the establishment of a proper system of legal education. His desire was that a good sound legal education should be open to all, so that those who did not intend to practise at the bar, such as military men, might acquire a fair knowledge of the principles of law. He should also rejoice to see the barrier that existed at present between the two branches of the profession broken down.—After a few words from Lord WAVENEY, the Bill was read a first time.

July 13.—*Working Men's Dwellings Bill.*—The House went into committee on this Bill.—The Earl of SHAFTESBURY moved certain amendments to meet the objections raised on the second reading. He now proposed that the corporations, instead of conveying their land in fee simple for workmen's dwellings, should let it on long leases. The Bill then passed through committee on the understanding that it should be recommitted in order to its being reprinted.

July 14.—*Board of Trade Arbitrations, Inquiries, &c., Bill.*—This Bill was read a third time and passed.

Licensing Act Amendment Bill.—On the report of amendments in this Bill,

Clause 29 was struck out. After certain amendments proposed by Earl BEAUCHAMP had been agreed to, the LORD CHANCELLOR proposed to amend the definition of "populous place" as follows:—"'Populous place' means any area in which the population is not less than 1,000, and which, by reason of the density of such population, the county licensing committee may, by order, determine to be a populous place." The amendment was agreed to, and the report was then received.

Vaccination Act (1871) *Amendment Bill.*—This Bill was read a second time.

Factories (*Health of Women, &c.*) *Bill.*—This Bill passed through committee.

The Personation Bill.—This Bill also passed through committee.

Colonial Attorneys' Relief Act Amendment Bill.—The Marquis of BATH, in moving the second reading of this Bill, explained that its object was to relieve colonial attorneys from certain restrictions under which they at present laboured under the terms of an Act passed thirty years ago. The Earl of CARNARVON regarded the measure as being entirely free from objection, and stated that it had received the sanction of the Incorporated Law Society.—The Bill was read a second time.

July 16.—*Municipal Privileges* (*Ireland*) *Bill.*—Lord O'HAGAN moved the second reading of this Bill.—The Earl of BELMORE moved the rejection of the Bill. On a division the Bill was rejected by 56 to 46.

Hosiery Manufactures (*Wages*) *Bill.*—This Bill was read a second time.

Agricultural Tenements Improvements Bill.—The Marquis of HUNTLY moved the second reading of this Bill.—The Earl of AIRLIE moved the rejection of the Bill, and this amendment was carried without a division.

Slaughterhouses, &c., Bill.—This Bill was read a second time.

Personation Bill.—This Bill was read a third time and passed.

HOUSE OF COMMONS.

July 10.—*Sanitary Laws Amendment Bill.*—This Bill passed through committee.

Industrial and Reformatory Schools Bill.—This Bill passed through committee.

Slaughterhouses, &c., Bill.—This Bill was read the third time.

July 13.—*Public Health* (*Ireland*) *Bill.*—This Bill passed through committee.

Intoxicating Liquors (*Ireland*) (*No. 2*) *Bill.*—This Bill was read a third time and passed.

Revising Barristers' Payment Bill.—This Bill was also read a third time and passed.

Colonial Clergy Bill.—This Bill passed through committee.

Married Women's Property Act (1870) *Amendment Bill.*—The Lords' amendments to this Bill were considered and agreed to.

July 14.—*Juries Bill.*—Mr. M. LLOYD asked the hon. member for Frome on what day he proposed to proceed with the Juries Bill, and whether he had any expectation that it would pass into law this session.—Mr. LOPES said that, having regard to the late period of the session, and the amount of business which remained to be got through, he had no hope of passing the Bill this session. He was sure, however, that, considering the principles of it had been sanctioned by the House, the public would not be satisfied until some such measure became law.

Endowed Schools Act Amendment Bill.—The second reading of this Bill was moved by Lord SANDON. The rejection of the Bill was moved by Mr. FORSTER. After a long discussion the second reading was carried by 291 to 209.

Industrial and Reformatory Schools Bill.—This Bill was read a third time and passed.

Infanticide Bill.—This Bill passed through committee.

July 15.—*Public Worship Regulation Bill.*—The debate on the second reading of the Public Worship Regulation Bill, adjourned from last Thursday, was resumed, and ultimately the Bill was read a second time without a division.

July 16.—*Women's Disabilities Removal Bill.*—This Bill was withdrawn.

Parliamentary Elections (Returning Officers) Bill.—This Bill was withdrawn.

Sanitary Laws Amendment Bill.—This Bill was read a third time and passed.

Judicature Act Amendment Bill.—On the Order of the Day for going into committee on this Bill, Sir G. BOWYER moved—"That as it is admitted that the House of Lords is preferred by Ireland and Scotland as their final Court of Appeal to any other that has been proposed, and as a satisfactory Court of Appeal has not yet been established nor proposed for England, it will be expedient, instead of proceeding to create a new court for all the three kingdoms, that the provisions of the Supreme Court of Judicature Act of last Session which prohibit appeal to the House of Lords be repealed, and that time be thereby allowed for the adoption of such improvements in the constitution and practice of the House of Lords in the discharge of its judicial functions as may remove the objections which have been taken to it as a Court of Judicature."—Mr. CHARLEY seconded the motion.—Mr. O. MORGAN said that the decision of the House of Commons by a very large majority that the appellate jurisdiction of the House of Lords should be abolished had been endorsed by the general approbation of the country. He could say for his own profession that the decision the House arrived at last year had their unanimous approval. And if the jurisdiction of the House of Lords ought to be abolished for England, the abolition of its jurisdiction with regard to Irish and Scotch appeals must follow as a matter of course. MR. GREGORY adhered to the opinion he expressed last year that it was for the Lords themselves to decide whether they would retain their appellate jurisdiction or not, and as they had determined to abandon it the House of Commons could not force it back upon them.—MR. WATKIN WILLIAMS thought it was too late now to attempt to save the appellate jurisdiction of the House of Lords, although there existed among the members of the legal profession an almost universal feeling of regret at its abandonment. The House of Lords as a Final Court of Appeal had undoubtedly given the closest attention to all the arguments brought under its notice. Counsel and suitors were heard fairly and patiently without stint of time, but this was not the case with the other Courts of Appeal, such as the Lords Justices and the Exchequer Chamber. Referring to the rules under the Judicature Act, he complained of the delay in issuing them, and said that after great exertion he and some others had succeeded in obtaining copies of the Rules, and he must candidly say they were, in his judgment, admirably framed, though it was impossible that any Rules carrying out such enormous changes and travelling over such a vast surface should not be here and there defective. There was, however, something about the Rules which would demand the attention of the House before parting with the subject, and that was an attempt which was being made to interfere with trial by jury. Those who were behind the scenes had reason to know that attempts were made by means of these Rules to do away with trial by jury.—The ATTORNEY-GENERAL said that as to the course of proceeding before the Lords Justices in Chancery he did not believe that there were any judges in this country who more anxiously endeavoured to ascertain all the facts of the cases which they were called upon to decide than the two Lords Justices. If any fault at all could be found with them it was that in their desire fully to ascertain all the facts of the cases which came before them, they sometimes talked a little too much for the purpose of eliciting the truth. [MR. WATKIN WILLIAMS.—That is all that I said.] With respect to the Rules under the Judicature Act of last year, the several portions of those Rules were in print at the time he had previously stated. They were before the judges on the 1st of June, and discussed and finally decided upon by them on the 1st of July; and the only reason why they were not now on the table of the House was that it was essential that that Bill, if it passed, should become a portion of the law of the land in conjunction with the Act of last Session, because the Rules should be Rules under the two Acts, instead of under one only.—Mr. C. LEWIS protested against the delay which had occurred in laying the new Rules on the table of the House. It was in the highest degree unsatisfactory, he thought, that they should be produced only just as the House was on the point of breaking up for the recess, when there would be no adequate opportunity of considering them, especially as they were to come into operation so early as November.—The SOLICITOR-GENERAL said that last year he expressed the opinion that if there was to be a second Court of Appeal for English appeals, the House of Lords would serve the purpose well. He did not now shrink from that opinion, but at the same time he opposed the motion of the hon. and learned member for Wexford, on the ground that the time for discussing the matter had gone by. They were prevented by the action of the House of Lords itself from raising the question. With regard to the new rules, he mentioned that, although the rules had not been officially issued by the judges, yet they were already in the hands of many members of the House.—Mr. Serjeant SIMON said it was a fiction to call the House of Lords a Court of Appeal. Its judgments were delivered by two or three judges, whose attendance was uncertain. Its constitution was of a very poor description, and by no means such as to command the confidence of the country.—Mr. M. LLOYD said the public were, he believed, satisfied, on the whole, with the House of Lords as the ultimate tribunal.—Mr. HOPWOOD denied that the House of Lords, as a Court of Appeal, was a satisfactory tribunal. From first to last it was, as a judicial court, a fiction. If greater mischiefs had not resulted from the House of Lords sitting as a Court of Appeal it was through the lucky accident that the men who presided over it possessed rare good sense and much learning.—Sir J. KARSLAKE said we should look in vain for any new Court of Appeal whose judgments would command more respect than those pronounced by the House of Lords during the last fifty years were entitled to. He must bear his testimony to the great learning, the great attention, and the great courtesy that had ever distinguished that tribunal.—Sir G. BOWYER withdrew his amendment.

The House then went into committee on the Bill.

Clause 1 was agreed to.

On clause 2, Mr. BUTT proposed an amendment, the effect of which would be to postpone the time at which the Act would come into operation till the 2nd of November, 1875.—The ATTORNEY-GENERAL could not consent to the adoption of the amendment. He hoped to be able to lay the rules before Parliament previous to its prorogation, but even if he were unable to do so that was no reason why their coming into operation should be retarded.—Mr. WATKIN WILLIAMS said it would be a serious disappointment to the public and the legal profession if the time for the Act coming into operation was postponed.—After some conversation Mr. MORGAN LLOYD said he considered that the Rules ought to be laid on the table before the third reading of this Bill.—Sir J. KARSLAKE said it had been expressly provided by clause 68 of the former Act that in the event of the Rules not being ready when Parliament was sitting, they should nevertheless come into operation, subject only to this proviso, that they should be laid on the table when Parliament met.—Mr. O. MORGAN said the Rules had been in his chambers for nearly a week, and he had not yet been able to form an opinion upon them. They constituted a thick volume, and were as much a part of the Act as any of its provisions.—The ATTORNEY-GENERAL had not got so low an opinion of either branch of the legal profession as to think that, if their attention was directed to the Rules, 48 hours would not be sufficient for understanding them.—Mr. GREGORY saw no advantage whatever in postponing the operation of the Act. It would be injurious both to the profession and the public to do so.—On a division the amendment was rejected by 123 to 38.

Clauses 2 and 3 were agreed to.

On Clause 4 Sir H. JAMES moved an amendment to fix the permanent number of the judges of the High Court at twenty-four, exclusive of the Lord Chancellor. The question, he said, was one which concerned not so much the bench or the legal profession as it affected the commercial community. He had the permission of the learned judges of the Court of Exchequer, and of some of the learned judges of the other courts, to say that they could not satisfactorily carry out their duties if the number of the judges was reduced by three.—The CHAIRMAN said that before he put the amendment he must point out that it appeared to him to involve an additional charge upon the country, and that, therefore, he could not put it unless the hon. and learned gentleman added words to it to prevent it

involving such additional charge. After some discussion the ATTORNEY-GENERAL promised that the clause should be amended and the Bill be re-committed to give an opportunity to the hon. and learned gentleman to take the opinion of the House on his proposal. The amendment was withdrawn, and the clause struck out.

On Clause 5 Sir H. JAMES proposed to strike out the words "any barrister," and to insert "any person who has been a barrister in England." After a short conversation the amendment was agreed to, and the clause as amended was ordered to stand part of the Bill.

Clause 6 was agreed to.

On Clause 7 the ATTORNEY-GENERAL moved to add at the end of the clause the following:—"Every judge of the Probate, Divorce, and Admiralty Division of the said High Court appointed after the passing of this Act shall, so far as the state of business in the said Division will admit, share with the judges mentioned in section 37 of the principal Act the duty of holdings sittings for trials by jury in London and Middlesex, and under Commissions of Assize, Oyer and Terminer, and Gaol Delivery." The amendment was agreed to, and the clause as amended was ordered to stand part of the Bill.

Clause 8 was agreed to.

Clause 9 was agreed to after amendments by Mr. MACKINTOSH and Mr. BUTT had been withdrawn and negatived.

Clauses 10 and 11 were agreed to.

On Clause 12 Mr. M'LAREN moved an amendment to make it necessary that at least one of the judges of the First Divisional Court of the Imperial Court of Appeal should have been a judge in the Court of Session in Scotland of not less than one year's standing, or an advocate of not less than fifteen years' standing.—Mr. CROSS opposed the amendment, and on a division it was rejected by 125 to 61. Progress was then reported.

International Copyright Bill.—This Bill passed through committee.

Powers Law Amendment Bill.—This bill was read a third time and passed.

Bills Withdrawn.—The Bankers Books Evidence Bill and the Public Worship Facilities Bill were withdrawn by Mr. SALT, and the Municipal Franchise (Ireland) Bill by Mr. BUTT.

Attorneys and Solicitors Bill.—This Bill passed through committee.

Legal Practitioners Bill.—This Bill passed through committee.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

List of Qualified Members of the Society nominated as Members of the Council to be elected at the Annual General Meeting, on the 24th July, 1874. (The candidates whose names are marked thus * will go out of office by rotation.)

Thomas Henry Bolton, 11, Gray's-inn-square. Nominated by J. R. Macarthur, 30, John-street, Bedford-row, and John Taylor, 14, Great James-street, Bedford-row.

Richard Boyer, 14, Old Jewry Chambers. Nominated by J. H. James, 62, Lincoln's-inn-fields, and William Dawson, 2, New-square, Lincoln's-inn.

* Edward Frederick Burton, 25, Chancery-lane. Nominated by Charles Evans, 2, Gray's-inn-square, and Algn. Rutter, 2, Gray's-inn-square.

* John Moxon Clabon, 21, Gt. George-street, Westminster. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* John Hollams, 31, Mincing-lane. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Frederick Halsey Janson, 41, Finsbury Circus, E.C. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Charles Edward Jones, 2, St. Mildred's-court, Poultry. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Nathaniel Tertius Lawrence, 6, New-square, Lincoln's-inn. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Frederic Ouvry, 66, Lincoln's-inn-fields. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Thomas Paine, 47, Gresham House, Old Broad-street. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* William Benjamin Paterson, 40, Chancery-lane. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

* Henry Thomas Young, 9, New-square, Lincoln's-inn. Nominated by Charles Evans, 2, Gray's-inn-square, and A. Rutter, 2, Gray's-inn-square.

List of Persons proposed as President, Vice-President, and Auditors of the Society.

Francis Thomas Bircham, President, 46, Parliament-street. Nominated by Arthur E. Finch, 2, Gray's-inn-square, and Charles Evans, 2, Gray's-inn-square.

George Burrow Gregory, M.P., Vice-President, 1, Bedford-row. Nominated by Arthur E Finch, 2, Gray's-inn-square, and Charles Evans, 2, Gray's-inn-square.

Philip Roberts, Auditor, 2, South-square. Nominated by J. Proctor Bird, 10, Gt. James-street, Bedford-row, and William Flower, 28, Bedford-row.

Edward Mackeson, Auditor, 59, Lincoln's-inn-fields. Nominated by J. Proctor Bird, 10, Gt. James-street, Bedford-row, and W. Flower, 28, Bedford-row.

Charles Graham, Auditor, 6, New-square. Nominated by J. Proctor Bird, 10, Gt. James-street, Bedford-row, and W. Flower, 28, Bedford-row.

REPORT OF THE COUNCIL.

The annual report of the Council, intended to be submitted to the general meeting of the members on the 24th of July, 1874, states that the society now comprises 2,743 members, of whom 1,845 are town members and 898 country members, being an increase of about 600 after allowing for death and retirement in the last five years.

Among other subjects the report refers to the

Remuneration of Solicitors by Commission on Loans and Sales.

Immediately after the annual meeting of last year the Council, in conference with the Committee of Management of the Metropolitan and Provincial Law Association, and after communicating with the various provincial law societies, agreed upon an amended scale for the remuneration by commission of solicitors in conveyancing business in respect of loans and sales.

This scale was afterwards sent to every member of the profession in lieu of the scale which had been circulated in March, 1871. A copy of the scale was also sent to the then Lord Chancellor.

In November last the Council addressed another communication to the then Lord Chancellor, requesting his Lordship to insert in a Bill,* which it was understood the Government intended to introduce into the House of Lords, a clause having for effect the establishment of a system of remuneration of solicitors for conveyancing business by commission, and they forwarded to his Lordship the draft of a clause to carry that object into effect. The Council at the same time called the attention of his Lordship to the omission in their proposed clause of the words "or other agents," contained in the Bill of last session, and stated that they had intentionally omitted those words, as they seemed to embrace a class of persons who were not entitled to charge for professional services in conveyancing matters. A few days afterwards the Council received a reply from the Lord Chancellor, stating that he was favourably disposed to the insertion of the suggested clause into a Bill he was about to introduce in an amended form on the meeting of Parliament.

On the introduction of the Lands Titles and Transfer Bill into Parliament in the present session, the Council placed themselves in communication with the present Lord Chancellor, who expressed his willingness to confer with the Council upon the subject before any rules under the proposed Act were made; but he considered the matter did

* This has since become the Lands Titles and Transfer Bill which was introduced by the present Government.

not immediately press, as the Act, even if it passed, would not come into operation for some time.

After stating the action taken by the Council on various Bills before Parliament, the report turns to the

Rules under the Chancery Funds Act, 1872.

The members will find, by referring to the annual reports of the Council for the years 1872 and 1873, a statement of the course taken with reference to the preparation of the rules under the Chancery Funds Act, 1872, which were issued in the month of December in that year. The various objections which the Council urged to the rules so issued were fully stated in those reports.

Amended rules were prepared by direction of Lord Selborne, who was then Lord Chancellor, with a view partly of meeting these objections. Instead, however, of preparing amended rules, Lord Selborne gave directions that there should be a consolidation of the rules for incorporating the amendments then suggested, and any further amendments which might appear to be necessary, in order to constitute a complete code of practice for the office of the Paymaster-General. In April last the draft of the consolidated rules was forwarded to the Council for any observations they might desire to make. The Council found that the draft of the consolidated rules met most of the objections made, and no further observations or suggestions occurred to them to be necessary.

Legal Departments Commission.

On the 4th October last a Royal commission was appointed to examine and report on a variety of matters connected with the administrative departments of the courts of justice, such as the expenses of administration, the appointment, salaries, and superannuation of officers, organisation of offices, compensation on abolition of offices, &c.

In November last the commissioners applied to the Council for permission to hold some of their meetings at the Society's Hall, with a view of taking the evidence of solicitors, or their managing clerks, on various points which had been referred to the commission. The evidence related chiefly to the mode of procedure in the various offices of the Superior Courts of Common Law and Equity. Several members of the Council, and members of the society, of large experience in practice, gave evidence before the commissioners. It appeared, however, to many of the gentleman examined, that it was unfortunate that in a matter of this importance some solicitors well acquainted with the procedure in the various offices had not been placed upon the commission.

Privy Council Appeals.

It having come to the knowledge of the Council that a solicitor had written to a member of the Bar of India, inviting appeal business upon the terms of an allowance, by way of commission, in lieu of agency fees, they placed themselves in communication with the registrar at the Privy Council. The subject having been fully inquired into by the Lords of the Council, the solicitor admitted that he was in error in soliciting business on such terms, and undertook to refrain from doing so.

With reference to the practice of allowing commission on all remittances made to defray the expenses in England, the Lords of the Council, through their registrar, informed the profession, by circular, that, in their opinion, the deduction of the commission from remittances made for the expenses of appeals could not be justly assimilated to the division of profits which prevails in this country under the designation of agency. Their Lordships considered that the allowance to native vakeels or other advisers of the clients in India, of a commission upon the remittances, not only tends to increase the expense of appeals, but gives to such persons a direct personal interest in advising frivolous appeals, and in making them as expensive as possible; and that if such a practice exists it is open to grave abuse, which might call for the direct interposition of the Privy Council to check it.

The Lords of the Council, however, preferred to address themselves to the sense of professional duty and propriety which exists among the gentlemen carrying on the business of appeals before the Council to put an end to the system, and their Lordships hoped that, after this intimation of their opinion, measures would be taken by the members of the profession practising in the Privy Council to prevent the continuance of any such practice, which had doubtless only prevailed in some exceptional cases, and should be entirely abandoned.

Usages of the Profession, and References.

The Council have decided several questions referred to them by members of the profession, embracing the following matters:—Cost of Perusing Draft and Examining Engrossment; Cost of Approving Draft Deed of Covenant; of Delivery up of Leases; Mortgagees' Costs; Payment of Interest on Purchase-Money; Acknowledgment of Deeds by Married Women.

Matters Relating to Attorneys.

The following is the result of the proceedings which the Council have found it necessary to take upon the various communications which have been made to them during the past year affecting the character of attorneys and solicitors:—

Rules have been granted to strike the names of six attorneys off the rolls.

Three other cases have been referred to masters of the court for report; and in two instances rules to show cause have been obtained, and are returnable in November next.

The Council have been compelled to abandon four cases in consequence of their inability to find the attorneys, who had withdrawn from the jurisdiction of the court, but the proceedings will be revived should any of the attorneys apply to renew their certificates.

Rules under the Judicature Act, 1873.

In May last the Council received from the Master of the Rolls, who is the chairman of the Committee of Judges appointed to prepare the Rules under the Judicature Act, the draft of the first portion of the rules, with a request that the Council would make such alterations in and suggestions upon them as the Council should think desirable, and this has been followed by two further portions. The Council have given to those proposed rules the careful consideration that their great practical importance to the profession demanded, and returned them with a great number of alterations and suggestions for further alterations.

The Master of the Rolls has since informed the Council that many of their suggestions have been adopted; but as the rules have not yet been issued, it would be premature at present to make any further statement with reference to them.

LEGAL ITEMS.

Mr. George Percy Elliott, who for many years was metropolitan police magistrate at Lambeth, died on Sunday at the age of seventy-four.

To-day (Saturday) the benchers of Gray's-inn will commence their sittings for the purpose of investigating the conduct of Dr. Kenealy, Q.C., "during the trial of Arthur Orton, and subsequently for articles published in a paper called *The Englishman*."

The judge of the Hull County Court (Mr. F. A. Bedwell) is stated by the *Leeds Mercury* to have recently announced that he intended to adopt the following course with reference to claims for the recovery of small debts. He had decided that in all cases of payment by instalments under 10s. no execution was to issue without the leave of the judge or of his representative, the registrar. He should require the debtor to pay the debt only by instalments of such an amount as were in his judgment within his means. So that, if he failed to pay the first instalment, he should have no difficulty in acting up to the directions given him by the Act of Parliament, and granting the creditor a committal order, on the ground that "the debtor can, but will not, pay." At the same time it was of the utmost importance that creditors whose debts were being paid by small instalments should bear in mind that they must apply by judgment summons for a committal order immediately on default being made in the payment of the very first instalment, otherwise their applications might fail. If they waited for a third default before applying for committal, he should in all probability refuse their costs, on the ground that to apply for a committal order when he could not commit, was simply to put the debtor to unnecessary expense and without any real advantage to the creditor. There should be no unnecessary trouble in practice to the creditor or the debtor. He required the at-

tendance of neither of them in person—the creditor could appear by his agent, while the debtor could appear by a wife or friend. The creditor or his representative would have to satisfy him that the debtor had the means to pay his instalment. To show this he must make special inquiries a few days before the day on which he made the application. He should not require witnesses to be subpœnaed, but he did hope that employers would allow their foremen and others to answer inquiries made respecting the wages of their men. Besides making these inquiries of employers, creditors would do well to come prepared to inform him as to the rent of the debtor's house or lodgings, the number and ages of his family, the condition of his health, whether there were any other judgments against him, &c. As pointed out by him on a former occasion, he should accept the evidence of debt collectors, but they must obtain it expressly for the purpose of the application, and they would have to explain how and where they obtained it. He anticipated that should these directions be followed the element of certainty and regularity would be introduced into the proceedings connected with judgment summonses, and debtors would learn "that they must pay simply because they can pay," and that the order of the Court was one which they would not be allowed to disobey with impunity.

LAW STUDENTS' JOURNAL.

INNER TEMPLE.

Annual Examination of Students in Subjects in which the Tutors have given Instruction during the preceding Twelve Months.

Examiners—Hardinge S. Giffard, Esq., Q.C., John B. Maule, Esq., Q.C., W. W. Mackeson, Esq., Q.C., J. F. Stephen, Esq., Q.C., S. B. Bristowe, Esq., Q.C., F. Waller, Esq., Q.C.

Jurisprudence and Civil and International Law—First Prize, £20, S. F. Harris; Second Prize, £12, G. E. S. Fryer, A. L. Hart (*Æq.*).

Constitutional Law and Legal History—First Prize, £20, S. F. Harris; Second Prize, £12, A. L. Hart.

Real and Personal Property—First Prize, £20, A. Dobson; Second Prize, £12, I. S. Udal; Hon. mention, J. B. Porter.

Equity—First Prize, £20, I. S. Udall; Second Prize, £12, A. Birrell.

Common Law—First Prize, £20, J. C. Anderson; Second Prize, £12, I. S. Udal.

PUBLIC COMPANIES.

LAST QUOTATION, July 17, 1874.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	126
Stock	Caledonian	100	92¼
Stock	Glasgow and South-Western	100	—
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Great Northern	100	139½
Stock	Do., A Stock*	100	155
Stock	Great Southern and Western of Ireland	100	107
Stock	Great Western—Original	100	120
Stock	Lancashire and Yorkshire	100	145½
Stock	London, Brighton, and South Coast	100	81½
Stock	London, Chatham, and Dover	100	21½
Stock	London and North-Western	100	153½
Stock	London and South Western	100	112½
Stock	Manchester, Sheffield, and Lincoln	100	70¼
Stock	Metropolitan	100	64
Stock	Do., District	100	24½
Stock	Midland	100	128½
Stock	North British	100	61½
Stock	North Eastern	100	168½
Stock	North London	100	109
Stock	North Staffordshire	100	64
Stock	South Devon	100	64
Stock	South-Eastern	100	111½

* A receives no dividend until 6 per cent. has been paid to B.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '89 107½	Ditto, 5½ per Cent., May, '79 102
Ditto for Account.—	Ditto Debentures, per Cent
Ditto 4 per Cent., Oct. '88 103½	April, '64—
Ditto, ditto, Certificates,—	Do. Do. 5 per Cent., Aug. '73 100½
Ditto Enfaced Ppr., 4 per Cent. 96½	Do. Bonds, 4 per Ct., £1000
Ind. Enf. Pr., 5 p C., Jan. '72	Ditto, ditto, under £1000

GOVERNMENT FUNDS.

2 per Cent. Consols, 92¾	Annuities, April, '85 9¾
Ditto for Account, Aug 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92¾	Ex Bills, £1000, 2½ per Ct. 4 pm.
New 3 per Cent., 92¾	Ditto, £500, Do 4 pm,
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 4 pm.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5
Do. 5 per Cent., Jan. '72	Ct. (last half-year) 259
Annuities, Jan. '80—	Ditto for Account.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate of discount is unchanged. The proportion of reserve to liabilities has risen from 42¾ per cent. last week to 44¼ this week. There was considerable firmness in the railway market at the beginning of this week, succeeded, however, on Wednesday and Thursday by a partial relapse. The foreign market has been steady and prices have slightly advanced. Consols on Thursday closed at 92⅞ to ¾.

The prospectus has been issued of the Minho District Railway Company, Limited, in the kingdom of Portugal, the share capital being £260,000, in shares of £10 each, bearing interest at the rate of six per cent. per annum during construction. This company has been formed for the purpose of constructing a railway of twenty miles in length, extending from St. Martinho to Guimaraes, in the province of Minho, one of the most populous and flourishing parts of the kingdom of Portugal. At St. Martinho the line will join the Douro-Minho Railways (from Oporto, Braga, and Penafiel), now being constructed by the Government, and for which £18,400,000 were subscribed in Portugal in two days, although only £400,000 were required (this being the second issue) for the completion of the line (*vide Times* Money Article, 19th and 20th May, 1874). The junction at St. Martinho will also connect this company's line with the Lisbon and Oporto Railway.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARDSWELL—On June 15, at "The Beacon," Surbiton-hill, the wife of C. W. Bardswell, barrister-at-law, of a son.

BENNETT—On July 11, at 10, Woodland-terrace, Plymouth, the wife of E. G. Bennett, solicitor, of a daughter.

COUPER—On July 9, at 3, Charlotte-square, Edinburgh, the wife of Charles Tennant Couper, Esq., advocate, of a daughter.

MUNTON—On July 13, at 21, Montague-street, Russell-square, London, the wife of Francis Kerridge Munton, solicitor, of a daughter.

WORSLEY—On July 14, at 94, Palace-gardens-terrace, Kensington, the wife of Henry W. Worsley, Esq., barrister-at-law, of a son.

MARRIAGES.

BICKERS—HATTON—On July 1, at the parish church, Heigham, Norwich, T. L. Bickers, of Tadcaster, Yorkshire, solicitor, to Esther Ann, eldest daughter of the late Frederick Hatton, of London, solicitor.

KIRKWOOD—OWEN—On July 9, at All Saints', Cheltenham, William Montague Hammett Kirkwood, of the Inner Temple, to Alice Harriet Eva, second daughter of the late Hugh Darby Owen, Esq., of Bettwys Hall, Montgomeryshire.

MOWATT—AKROYD—On July 11, at the parish church of St. George-the-Martyr, Queen-square, Bloomsbury, James Mowatt, Esq., of the Inner Temple, barrister-at-law, F.R.G.S., to Fanny Louisa Akroyd, daughter of the late William Akroyd, Esq., of Parkfield, Stourbridge.

DEATHS.

BIRD—On July 12, at Barton House, Warwickshire, Robert Wilberforce Merttins Bird, barrister-at-law, aged 29 years.

CHAPMAN—On July 3, William Chapman, solicitor, Richmond, Surrey, aged 72.

ELLIOTT—On July 12, George Percy Elliott, Esq., of Egland Devon, and Warwick-square, London, late Magistrate at the Lambeth Police Court, in his 75th year.

MORIARTY—On July 13, at 3, Hare-court, Inner Temple, Edward Aubrey Moriarty, aged 53 years.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, July 14, 1874.

Marcus, Louis, Thomas Hedd Clough, attorneys and solicitors. Ruthin, July 2

Winding up of Joint Stock Companies.

TUESDAY, July 7, 7874.

LIMITED IN CHANCERY.

Berlin Waterworks Company, Limited.—Creditors who have not already been allowed as creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry Goschen, Gresham house, Old Broad street. Friday, July 31 at 12 is appointed for hearing and adjudicating on any debts or claims, which shall so be sent in.

Citizen Assurance Corporation, Limited, formerly called the Planet Assurance Corporation, Limited. By an order made by V.C. Malins dated June 26 it was ordered that the voluntary winding up of the above company be continued. Ingle and Co, Threadneedle st, solicitors for the petitoners.

Generale de Demenagements et de Transports Divers pour Paris, La France, et l'Etranger, Limited.—By an order made by V.C. Malins, dated June 26, it was ordered that the above company be wound up. Heritage, Nicholas lane, solicitor for the petitioners.

Continental and Shipping Company Limited,—Petition for winding up, presented July 4, directed to be heard before the M.R. on July 18. Brandon, Essex street, Strand, solicitors for the petitioner.

Malaga Lead Company, Limited.—By an order made by the M.R dated June 27, it was ordered that the voluntary winding up of the above company be continued. Salaman, King street, Cheapside, solicitor for the petitioners.

Trident Marine Insurance Company, Limited.—By an order made by V.C. Hall, dated June 26, it was ordered that the voluntary winding up of the above Company be continued. Argles and Rawlins, Gracechurch street, solicitors for the liquidators.

West Cumberland Union Collieries, Limited.—Petition for winding up, presented June 30, directed to be heard before V.C. Malins, on July 17. Lewis and Lewis, Ely place, Holborn, solicitors for the petitioner.

FRIDAY, July 10, 1874.

UNLIMITED IN CHANCERY.

South Essex Railway Company.—By an order made by V.C. Malins, dated July 3, it was ordered that the above Company be wound up. Hargrove and Co, Victoria st, Westminster, solicitors for the petitioner.

LIMITED IN CHANCERY.

Association of Promoters of the Leamington and Warwick Tramways.—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to George Lindsay Watson, Waterloo st, Birmingham. Wednesday, Aug 5 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Carnarvon and Bangor Slate Company, Limited, now called the Talysarn Slate Company, Limited.—By an order made by the M.R., dated July 1, it was ordered that the voluntary winding up of the above Company be continued. Miller and Miller, Sherborne lane, solicitors for the petitioner.

Chesterton Miners' Public Hall Company, Limited.—The M.R. has, by an order, dated April 22, appointed George Dutton, Tunstall, to be official liquidator. Creditors are required, on or before Sept 2 to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Nov 2 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Crown Co-operative Society, Limited.—Petition for winding up, presented July 9, directed to be heard before the M.R. on July 18. Peckham and Co, Knight Rider st, Doctors' commons solicitors for the petitioner. Petition for winding up, presented July 8, directed to be heard before V.C. Malins on July 24. Goren, South Moulton st, solicitor for the petitioner.

Mostyn Copper Company, Limited.—The M.R. has, by an order, dated May 6, appointed Robert Samuel Taylor, Peel chambers, Bury, to be official liquidator. Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Nov 6 at 12, is appointed for hearing and adjudicating upon the debts and claims.

New Dale Mine, Limited.—Petition for winding up, presented July 7, directed to be heard before the M.R. on July 18. Shaen and Co, Bedford row, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, July 10, 1874.

Middlewich Friendly Society, Carbineer Inn, Middlewich, Cheshire. July 3

St. Cleer Union Friendly Society, Stag Inn, St. Cleer, Cornwall. July 3

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 7, 1874.

Durant, George Charles Selwyn, Kent gardens, Ealing. Esq. Aug 1. Harlow v Gibbon, M.R. Turnbull, Great James st, Bedford row

Greenwell, Smith, Sunderland, Durham. July 30. Rawlings v Greenwell, V.C. Hall, Steel, Bank buildings, Sunderland

Helm, Brian, Elm Cottages, Holloway, Builder. Aug 31. Cole v Helm, V.C. Malins. Cutler, Newgate st

Reed, Charles William, Sunderland, Durham, Wine Merchant. Aug 10. Dingwall v Rutledge, V.C. Hall. Fell, Sunderland

Vickers, Joseph, Park place villas, Maida Hill, Esq. Aug 15. Walmsley v Vickers, M.R. Rivington, Fenchurch st buildings

Weaver, Joseph, Apollo buildings, East lane, Walworth, Gent. Aug 21. Routledge v Smith, V.C. Hall. Peddell, Guildhall chambers Basinghall st

FRIDAY, July 10, 1874.

Bayley, Charles John, Victoria rd, Kensington, Barrister-at-Law. Sept 30. Baylis v Bayley, V.C. Hall. Rawle, Bedford row

Bray, Hannah Sarah, Park villas East, Regent's Park. Sept 1. Young v Bertioli, M.R. Young, Essex st, Strand

Collins, James, Paris, France, Esq. Sept 1. Fitzgerald v Collins, V.C. Hall. Dolan, Tokenhouse yard, Lothbury

Firley, Mary Anne, The Grove, Hammersmith. Aug 18. Baylis v Dick, V.C. Hall. Watkins and Clift, Gray's inn square

Hitchman, Joseph, Downshire hill, Hampstead, Gent. Aug 21. Trail v Jackson, V C. Hall. Cockle, Harecourt, Temple

Howden, Baron, Right Honourable John Hobart Caradoc, York, Lieutenant-General. Oct 1. Hamilton v Dallas, V.C. Bacon. Freshfield, Bank buildings

White, Caroline, Somers place, Hyde park. Aug 3. Mayd v Field, M.R. Millman, Southampton buildings, Chancery lane

NEXT OF KIN.

Hitchman, Joseph, Downshire hill, Hampstead. Oct 31. Trail v Jackson, V.C. Hall

Raynsford, Henrietta Charlotte, Keppel st, Russell square. Nov 2. Crossdaile v Tweedie, V.C. Malins

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 10, 1874.

Astbury, Charles, Northwich, Draper. Sept 1. James Newell, Spring Bank, Northwich

Baker, John, Hanley, Stafford, Wine Merchant. Aug 18. Stevenson, Hanley

Bargh, William Joseph, Worksop, Nottingham, Gent. Aug 31. Hodding and Beevor, Worksop

Chadaway, Charles, Birmingham, Timber Merchant. Sept 1. Canning, Birmingham

Clements, Samuel Gustavus, Bristol, Drug Merchant. Aug 22. Taddy, Bristol

Comer, Frederick, Knightsbridge green. Aug 5. Elliott, Vincent square Westminster

Cook, David, Lowton, Lancashire, Shopkeeper. Aug 8. Davis and Brook, Warrington

Cox, Joseph, Truman's Heath, Warwick, Farmer. Sept 1. Canning, Birmingham

Cox, Maria, Derby. Aug 20. Smith, Derby

Davies, Ebenezer, Birmingham, Tailor. Sept 1. Canning, Birmingham

Forster, Matthew, Cowpen Quay, Northumberland, Miner. Sept 14. Sidney, Blyth

Forster, Matthew, Cowpen Quay, Northumberland, Retired Innkeeper. Sept 14. Sidney, Blyth

Freeman, John, Falmouth, Cornwall, Esq. Aug 10. Freeman, Bedford row

Gill, Christopher, Esholt, York, Farmer. Aug 10. Hartley, Otley

Going, Joseph, Heybridge, Basin, Essex, Merchant. Sept 1. Crick and Freeman, Maldon

Grissell, Thomas, Palace gardens, Kensington, Esq. Sept 1. Hopgood, Whitehall place

Hampson, Charles, Liverpool, Licensed Victualler. Aug 13. Smith, Newington, Liverpool

Harrold, Daniel, Barnet, Hertfordshire, Merchant. Sept 10. Herbert and Co, Red Lion court, Cannon st

Heane, James Peat, Wotton, Gloucester, Esq. Aug 22. Smith, Gloucester

Hislop, Richard, Albion rd, Stoke Newington, Gent. Aug 22. Mason, Maddox st, Regent st

Horn, Robert, Queen's rd, Maldon rd, Kentish Town, Licensed Victualler. Aug 10. Stileman and Neate, Southampton st, Bloomsbury square

Horton, John, Birmingham, retired from business. Sept 1. Canning, Birmingham

Houliston, Rev Alexander Furnice, Watford, Hertford. Aug 22. Andrews, Fenchurch st

Johnson, James, Sunderland, Durham, Beerhouse Keeper. Aug 4 Tilley, Sunderland

Mason, Ferguson, Newton-le-Willows, Lancashire, Paper Manufacturer. Aug 1. Worsley, Warrington

Mathews, Edward, Hanley, Stafford, Builder. Aug 4. Challinor, Hanley

McElroy, Hugh, Hanley, Stafford, Burton, Merchant. Aug 4. Challinor, Hanley

Mills, Josiah, Hanley, Stafford, Agent. Aug 4. Challin or, Hanley

Oldham, Henry, King's rd, Chelsea. Aug 10. Grover and Humphreys, King's Bench walk, Temple

Phillips, John, Oxford, Professor of Geology. Dec 31. Griffiths, Cheltenham

Rowbotham, Ann, Newman st, Oxford st. Aug 31. Kilsby, Cheapside

Ruscoe, William, Grindley Brook, Whitchurch, Salop, Boatman. Aug 11. Jones, Whitchurch

Shepherd, Very Rev Robert, Stoke, Devon. Aug 31. Harting and Son, Lincoln's inn fields

Simpson, John, Bromborough, Cheshire, Farmer. Oct 14. Tyrer and Co, Liverpool

Smith, Samuel, Wadhurst, Sussex, Grocer. Aug 29. Philcox, Burwash

Story, George, Worksop, Nottingham, Carrier. Aug 31. Hodding and Beevor, Worksop

Thorniwork, James, Alrewas, Stafford, Gent. Aug 14. Barnes and Russell, Lichfield

Twinberrow, Frances Margaretta, Teignmouth, Devon. Aug 29. Mackenzie, Crown court, Old Broad st

Walker, John Gunn, Seaham Harbour, Durham, Shipwright. July 31. Bower, Sunderland

Watts, William, Oadby, Leicester, Maltster. Sept 1. Watts, Leicester

Whittle, Andrew, Alnwick, Northumberland, Millwright. Aug 18. Hindmarsh, Alnwick

Woods, William, Aldeburgh, Suffolk, Miller. Aug 1. Southwell

Bankrupts.

FRIDAY, July 10, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Wilkinson, Stanley Power, Regent st, Clerk. Pet July 8. Spring-Rice. July 23 at 11

To Surrender in the Country.

Pemberton, Joseph, Birmingham, Manufacturer. Pet July 8 Chauntler. Birmingham, July 22 at 2

BANKRUPTCIES ANNULLED.

TUESDAY, July 7, 1874.

Broom, John, Axminster, Devon, Butcher. July 1

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 10, 1874.

Abrahams, Henry Joseph, Cullum st, out of business. July 25 at 3 at 10, Cullum st

Ainge, Stephen, Birmingham, Tailor. July 17 at 10 at offices of Eaden Bennett's hill, Birmingham

Andrews, Benjamin, jun, Adelaide rd, Haverstock hill, Stock Dealer. July 18 at 2 at offices of Gowing, Coleman st

Andrews, William Henry, Great Portland st, Tea Broker. Aug 1 at 3 at the Guildhall Tavern, Gresham st. Clark and Scoles, King st, Cheapside

Ashley, Thomas, Dawley, Salop, Grocer. July 28 at 10 at offices of Leake, Shifnal

Baker, Job, Leeds, Waiter. July 29 at 3 at the Prince of Wales Inn, Church path, New Brompton. Brown

Barnett, Isaac, South View villas, Upper Norwood, Upholsterer. July 28 at 3 at offices of Wood and Hare, Basinghall st

Bate, Richard Henry, Birmingham, Chair Manufacturer. July 22 at 11 at the White Horse Hotel. Congreve st, Birmingham. Kennedy

Berwick, Alexander Henry, and Robert Eaton Barber, Liverpool, Fancy Toy Dealers. July 31 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Tyrer and Co, Liverpool

Board, William, Clevedon, Somerset, Milkman. July 27 at 12 at offices of Shiner, Victoria st, Bristol. Chapman, Weston-super-Mare

Bradley, John, Horsford, York, Stone Merchant. July 21 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Bull, William, Popham rd, New North rd, Islington, Grocer. July 21 at 3 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Colebrooke row

Burgoyne, Ernest Hamilton, Queen Victoria st, Chromo Lithographer. July 20 at 10.30 at offices of Roberts, Coleman st

Burkitt, Richard, Alford, Lincoln, Auctioneer. July 24 at 11 at offices of Mason, Alford

Carter, Edwin, Birmingham, Maltster. July 17 at 12 at offices of Fallows, Cherry st, Birmingham

Cazenove, Charles Dominique, Beaufort buildings, Strand, Export Bookseller. July 27 at 11 at 15, Beaufort buildings, Strand, Stacpoole, Old Broad st

Chambers, John George, Tunbridge Wells, Kent, Fishmonger. July 21 at 3 at offices of Kipping, Essex st, Strand. Menpes, Maidstone

Cunynghame, Sir Edward Augustus Thurlow, Pall Mall place, Baronet. July 27 at 11.30 at 106, Fenchurch st. Innes, jun

Davies, Edwin, Colchester, Essex, Hatter. July 22 at 12 at the Guildhall Tavern, Gresham st. Smith

Dean, John, and Frederick Dean, High st, Forest Hill, Coach Builders. July 31 at 12 at offices of Pullen, Harp lane

Dean, Mashach, Burslem, Crate Maker. July 20 at 11 at offices of Tomkinson, Hanover st, Burslem

Dowding, Samuel Robert, Great James st, Marylebone, Cheesemonger. July 24 at 1 at 165, Marylebone rd. Berkeley

Ehrenfest, Jennett, Comptoir, Brunswick square, out of business. July 20 at 1 at offices of Dixon and Co, Bedford row

Ehrenfest, Julius Adolphus, Suffolk grove, Merchant's Clerk. July 20 at 1 at offices of Dixon and Co, Bedford row

Elliott, John Catcheside, John Henry Elliott, and Robert Thomas Elliott, Leeds, Watch Makers. July 30 at 2 at offices of Bond and Barwick, Albion place, Leeds

Ellis, Henry Seagrave, Birdham, Sussex, Builder. July 22 at 3 at the Dolphin Hotel, Chichester. Greene and Malim, Chichester

Farley, Edward, Preston, Lancashire, Umbrella Manufacturer. July 24 at 12 at offices of Forshaw, Cannon st, Preston

Fielding, George, Blackpool, Lancashire, Grocer. July 28 at 11 at offices of Charnley, Church st, Blackpool

Firby, Jonathan Wood, Leeds, Chemical Manure Manufacturer. July 22 at 2 at offices of Simpson and Burrell, Albion st, Leeds

Fowler, Henry, Castle Cary, Somerset, Coal Merchant. July 18 at 11 at the Crown Hotel, Frome. Watts, Yeovil

Griffiths, Charles, Aston, Warwick, Edge Tool Maker. July 21 at 3 at offices of Brown, Bennett's hill, Birmingham

Gunn, Stephen, Leicester, Corn Merchant. July 25 at 10 at offices of Nordon, Cook st, Liverpool

Hartwell, Robert, Newcastle-upon-Tyne, Grocer. July 23 at 11 at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne

Heme, Eliza, Walsall, Stafford, Licensed Victualler. July 24 at 12 at the Barrel Inn, Wolverhampton st, Walsall. Jelf and Goule, Birmingham

Hepworth, Benjamin, Cleckheaton, York, Manufacturing Chemist. July 22 at 3 at offices of Curry, Cleckheaton

Heywood, Robert, Preston, Lancashire, Ironfounder. July 21 at 11 at offices of Forshaw, Cannon st, Preston

Hopkins, John Webb, Birmingham, Builder. July 22 at 11 at offices of Grove, Bennett's hill, Birmingham

Huband, Reubeu, Montague mews South, Montague square, Cab Driver. July 25 at 2 at offices of Freston, St Swithin's lane

Johnson, George, York, Umbrella Maker. July 21 at 2 at offices of Wilkinson, St Helen's square

Jones, Edwin Charles Wright, Rhyl, Flint, Licensed Victualler. July 27 at 2 at the Royal Hotel, Crewe. Davies, Holywell

Jones, David Evans, Llanelly, Carmarthen, Draper. July 22 at 2.30 at offices of Howell, Park st, Llanelly

Kent, Henry Charles, Brynmawr, Brecon, Commission Agent. July 25 at 11 at offices of Cox and Co, Market chambers, Brynmawr

Lampard, John Rose, Mere, Wilts, Innkeeper. July 21 at 1 at the Railway Hotel, Gillingham. Atkinson

Lawson, Robinson, Boyson rd, Camberwell, Commission Agent. July 28 at 3 at Mason's Hall Tavern, Mason's avenue, Basinghall st. Gammon, Barge yard, Bucklersbury

Lloyd, Edward, and James Statham, Liverpool, Timber Merchant. July 29 at 3 at offices of Harmood and Co, North John st, Liverpool. Whitley and Maddock, Liverpool

Lyons, Nathan Joseph, Wansey st, Walworth, General Dealer. July 21 at 2 at offices of Barnett, New Broad st

Martin, Joseph, Ashford, Surrey, Grocer. July 24 at 2 at the Royal Oak Hotel, Ashford. Minter, Folkestone

Middleton, William, Sunderland, Durham, Plumber. July 22 at 3 at offices of Bell, Lambton st, Sunderland

Mills, John, Plumstead rd, Grocer. July 23 at 2 at offices of Abrahams and Roffey, Old Jewry

Moore, George, Maidstone, Kent, Homœopathic Chemist. July 20 at 1 at the Bridge House Hotel, London Bridge. Goodwin, Maidstone

Morris, Richard, Whitford, Flint, Book keeper. July 23 at 1 at the Queen's Railway Commercial Hotel, Chester. Daies, Holywell

Morris, Robert, Pant du, Carnarvon, Quarryman. July 22 at 2 at the Castle Hotel, Carnarvon. Jones, Menai Bridge

Newman, James William, Folkestone, Kent, Builder. July 25 at 11 at 98, Middle st, Deal. Drew, Deal

Pefani, George, New Broad st, Stevedore. July 20 at 3 at offices of Button and Co, Henrietta st, Covent garden

Piggott, George William, Goldsmith st, Skirt Manufacturer. July 28 at 2 at offices of Michael, Great Winchester st buildings

Pitcher, William, Cheltenham, Gloucester, Boot Dealer. July 22 at 3 at offices of Chesshye, Regent st, Cheltenham

Plunkett, John, jun, Norwich, Baker. July 21 at 12 at offices of Coaks, Bank plain, Norwich

Roberts, Joseph, and Alfred Swaine, Bradford, York, Engineers. July 24 at 11 at offices of Burnley, Queensgate, Bradford

Scarlett, Harry, Preston, Lancashire, Publisher. July 21 at 2 at offices of Cunliffe and Watson, Winckley st, Preston

Schofield, George, Kirkheaton, York, Dealer in Plaster of Paris. July 23 at 11 at offices of Hesp and Co, Station st, Huddersfield

Schofield, Robert Henry, Huddersfield, York, Innkeeper. July 30 at 3 at offices of Hesp and Co, Station st, Huddersfield

Tacker, Edwin, Cheltenham, Gloucester, Builder, July 24 at 11 at offices of Marshall, Essex place, Rodney terrace, Cheltenham

Thompson, James, Halton rd, Canonbury, out of business. July 28 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Vickers, Southampton buildings, Holborn

Timms, Thomas, Gray's inn passage, Bedford row, Printer. July 20 at 3 at offices of Cooper, Charing cross

Turner, Samuel John, Nottingham, Silk Merchant. July 23 at 12 at offices of Thorpe and Thorpe, Toueland st, Nottingham

Waites, James Pinder, Sambrook court, Basinghall st, Twine Merchant, July 31 at 3 at offices of Harvey, Basinghall st. Lumley and Lumley, Old Jewry chambers

Walker, Thomas, and David Bracegirdle, Stockport, Cheshire, Brush Manufacturers. July 23 at 11 at offices of Hockin, Brazennose st, Manchester

Wall, Richard, Tyneowydd, Glamorgan, Collier. July 29 at 12 at offices of Rosser and Phillips, Post office chambers, Pontypridd

White, Louis, Totteriham Court rd, Jeweller. July 23 at 12 at the Guildhall Tavern, Gresham st. Booth, Manchester

Whitelegge, Emma, Brighouse, Halifax, York. July 25 at 11 at offices of Berry, Market place, Huddersfield

Whitelegge, Harriette, Brighouse, York. July 25 at 11.30 at offices of Berry, Market place, Huddersfield

Wilks, John, Swansea, Glamorgan, Butcher. July 20 at 11 at offices of Morris, Rutland st, Swansea

Williams, Richard, Manchester, Yarn Agent. July 28 at 11 at offices of Mann, Marsden st, Manchester

Wolf, Herbert, Leeds, Jeweller. July 20 at the Queen's Hotel, Birmingham, in lieu of the place originally named

Wood, William, Witham, Essex, Baker. July 23 at 1 at the Spread Eagle Hotel, Witham

Woodland, Edward Gabriel, Balsall Heath, Worcester, Journeyman Blind Maker. July 16 at 10.15 at offices of East, Colmore row, Birmingham

Yeoman, James, East st, Walworth, Gent. July 20 at 3 at 163, East st Walworth. Lind, Beaufort buildings, Strand

TUESDAY, July 14, 1874.

Ablett, Frederick John, Addle st, Manufacturer. July 30 at 2 at offices of Phelps and Sidgwick, Gresham st

Aldis, Elijah, Worcester, Artist. July 28 at 11 at offices of Corbett, Avenue house, The Cross, Worcester

Athey, George Richard, Macclesfield, Cheshire, Ginger Beer Manufacturer. July 28 at 11 at the Roebuck Hotel Macclesfield. Cooper, Congleton

Baigent, Charles Alfred, St Thomas-the-Apostle, Devon, Commercial Traveller. July 25 at 12 at offices of Fewings, Bedford st, Exeter

Bass, James, Junction rd, Upper Holloway, Wine Merchant. July 24 at 2 at the Law Institution, Chancery lane. Stevens and Co, Gray's inn chambers

Beszant, Thomas, Reading, Berks, Tobacconist. July 28 at 12 at offices of Tidy and Co, Sackville st, Piccadilly

Brocklehurst, Matthew Henry, Heaton Norris, Lancashire, Tea Dealer. July 27 at 3 at offices of Storer, Fountain st, Manchester

Buckley, James Henry, Macclesfield, Cheshire, Grocer. July 25 at 2 at 10, Little st, Macclesfield. Tremewen, Manchester

Burgess, Thomas Wheatley, Leicester, Innkeeper. July 30 at 11 at offices of Shires, Market st, Leicester

Chillmaid, Robert, Stone, Kent, Market Gardener. July 28 at 3 at offices of Banks, Coleman st

Collingwood, Robert Gordon, Irton, Cumberland, Clerk. July 31 at 12 at offices of Webster, Queen st, Whitehaven

Cook, William James, Phœnix st, Soho, Picture Frame Manufacturer. July 23 at 2 at 6, Beaufort buildings, Strand. Goatly

Copestake, Spencer, Fenton, Stafford, Commission Agent. July 23 at 11 at the Copeland Arms Hotel, Stoke-upon-Trent. Cooper, Congleton

Cox, George Henry, Douglas place, Queen's rd, Bayswater, Builder. July 22 at 4 at offices of Ablett, Cambridge terrace, Hyde Park

Cram, Thomas, Dynaspowis, Glamorgan, Painter. July 28 at 11 at 16, High st, Cardiff. Morgan

De la Torre, Manuel Gracis jun, and Miguel Solis, Lime st, Commission Merchants. Aug 6 at 12 at offices of Hart and Co, Moorgate st. Bolton and Co, Lincoln's inn

Erskine, Francis, and William Samuel Denby, Pendleton, Lancashire, Engineers. July 29 at 4 at offices of Addleshaw and Warburton, King st, Manchester

Ferry, William, Southampton, Plumber. July 22 at 3 at 2, High st, Southampton. Hickman

Ford, William, South Acton, Middlesex, out of business. July 28 at 1 at the White Hart, Acton. Philp, Hayes

Frankland, Thomas, Hungerford, Berks, Innkeeper. July 22 at 11 at the Great Western Hotel, Reading. Cave, Newbury

Gill, Thomas, Dewsbury, York, Shoemaker. July 28 at 11 at the Scarborough Hotel, Market st, Dewsbury. Walker, Dewsbury

Godwin, Frederic Wickham, Birmingham, Stationer. July 28 at 3 at offices of Montagu, Bucklersbury

Grundy, Ellis, Farnworth, Lancashire, Brickmaker. July 31 at 4 at the Swan Hotel, Bradshawgate, Bolton. Dawson, Bolton

Gunn, William, Perrepoint terrace, Camden passage, Islington. Boot Maker. Aug 1 at 4 at the Gerrard Arms Tavern, Gerrard st, Islington. Fenton, Colebrooke row, Islington

Hare, Francis Augustus Cox, Cheetham, Manchester, Insurance Broker. July 13 at 3 at offices of Duckworth, Brown st, Manchester

Barker, Whittaker, Bacup, Lancashire, Chemist. July 27 at 3 at the Commercial Hotel, Haslingden. Tattersall, Blackburn

Hayes, John, and John Edward Carr, Manchester, Merchants. July 28 at 3 at offices of Sutton and Elliott, Brown st, Manchester

Hibbard, George, Maltby, York, Farmer. July 24 at 11 at offices of Rogers and Co, Bank st, Sheffield

Hill, James, Hexham, Northumberland, Draper. July 29 at 10 at the Crown Hotel, Clayton st, Newcastle-upon-Tyne. Baty, Hexham

Hodsman, Joseph, Manchester, Leather Dealer. July 24 at 3 at offices of Bellhouse, Dickinson st, Manchester

Holden, Joseph, Bolton, Lancashire, Painter. July 31 at 2 at the Swan Hotel, Bradshawgate, Bolton. Dawson, Bolton

Hopkinson, William, Derby, Whittington Moor, Boot Maker. July 24 at 10 at offices of Cowdell, Soresby st, Chesterfield

Horn, Henry, Farsley, York, Cloth Manufacturer. July 28 at 3 at offices of Fawcett and Malcolm, Park row, Leeds

Jackson, William, Liverpool, Mat Manufacturer. July 28 at 3 at offices of Roose and Price, North John st, Liverpool. Masters and Fletcher, Liverpool

Johnson, Elijah, Hanley, Stafford, Bookseller. July 22 at 3.30 at offices of Turner, Albion st, Hanley

Jones, Joseph, Liverpool, Tailor. July 27 at 3 at offices of Lawrence and Dixon, Harrington st, Liverpool

Jordan, Thomas, Kingston, Surrey, Coal Merchant. July 27 at 3 at offices of Mason, Newgate st

Ker, John Hudson, and Ashford Howard Allbutt, Liverpool, Forwarding Agents. July 28 at 1 at offices of Harmood and Co, North John st, Liverpool. Norris and Sons, Liverpool

Kerry, John, Wattisfield, Suffolk, Wheelwright. July 31 at 11 at the Bell Hotel, Rickinghall Inferior. Gross

Kingston, William Ashwell, Bedford, Butcher. July 27 at 11 at offices of Tebbs, St Peter's green, Bedford

Leach, William, Spaxton, Somerset, Builder. July 31 at 12 at offices of Reed and Cook, Bridgewater

Leahy, James, Oldham, Lancashire, Tea Dealer. July 28 at 2 at the Bath Hotel, Union st, Oldham. Dawson

Lyons, Edward Emanuel, Canterbury, Furniture Dealer. July 28 at 1 at the Rose Hotel, Canterbury. Delasax, Canterbury

Mackenzie, Roderick, Ipswich, Suffolk, Travelling Draper. July 27 at 12 at offices of Morley and Shirreff, Mark lane. Pollard, Ipswich

Mann, Samuel, Brixton rd, Grocer. July 29 at 2 at offices of Izard and Betts, Eastcheap. Carter and Bell, Leadenhall st

Mellor, Charles Edwin, Bolton, Lancashire, Ironmonger. July 27 at 2 at the Swan Hotel, Bolton. Hargreaves, Bolton

Mitchell, Charles, Crewkerne, Somerset, Builder. July 28 at 12 at the Red Lion Inn, Crewkerne. Budge, Crewkerne

Murtha, Peter, Birmingham, cut of business. July 28 at 11 at offices of Ansell, Temple st, Birmingham

Newton, Joseph, Landport, Hants, Grocer. July 27 at 11 at offices of Wainscot, Union st, Portsea. Walker, Landport

Platt, Henry William, Chapel st, Curtain rd, Upholsterer. July 23 at 2 at offices of Ager, Barnard's inn, Holborn. Padmore, Barnard's inn, Holborn

Pollard, James, Burnley, Lancashire, Grocer. July 27 at 11.30 at offices of Sutcliffe, Grimshawe st, Burnley

Rigal, Harris, Birmingham, Jeweller. July 24 at 11 at offices of Green, Waterloo st, Birmingham

Scott, David, Bury, Lancashire, Grocer. July 31 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Sheppard, Hannibal Henry, Norwich, Surgeon. July 24 at 3 at offices of Kent, St Andrew's Hall plain, Norwich

Smethurst, Joseph, Beswick, near Manchester, Hardware Dealer. July 27 at 3 at offices of Smith and Boyer, Brazennose st, Manchester

Southern, William, Sheffield, Saw Maker. July 24 at 4 at offices of Johnson and Co, Bank st, Sheffield

Stanton, William Frederick, Threadneedle st, Russia Merchant. July 23 at 11 at offices of Kemp and Co, Walbrook. Blake, Bell yard, Doctors' commons

Stenthorpe, James, Dewsbury, York, Dyer. July 28 at 11 at the Scarborough Hotel, Market place, Dewsbury. Walker

Stubbs, Joseph, Fenton, Stafford, Shoemaker. July 30 at 11 at offices of Welch, Caroline st, Longton

Stubbs, Ralph, Bridlington, York, Shoemaker. July 28 at 10.30 at offices of Harland, Squire lane, Bridlington

Surfleet, William, Hoxton st, Tea Dealer. July 27 at 2 at the Guildhall Coffee house Gresham st. Boulton, Northampton square

Tandy, Mary, Birmingham, Draper. July 23 at 4 at offices of Parry, Bennett's hill, Birmingham

Taylor, William, Wakefield, York, Tinner. July 28 at 3 at offices of Harrison and Smith, Chancery lane, Wakefield. Beaumont, Wakefield

Tarnon, Frederic, and Nemorin Leval, Cardiff, Glamorgan, Ship Brokers. July 27 at 3 at offices of Barnard and Co, Crockherbtown, Cardiff. Griffits, Cardiff

Towell, John, Margaret st, Well st, Dealer in Building Materials. July 23 at 2 at 13, Old Jewry chambers. Lea

Turner, William, Banbury, Oxford, Harness Maker. July 27 at 3 at offices of Pearse, Bridge st, Banbury

Van, Brink Moses, Wentworth st, Whitechapel, Fishmonger. July 27 at 1 at offices of Sydney, Leadenhall st

Wakem, James, Tavistock, Devon, Shopkeeper. July 31 at 11 at offices of Chilcott, Russell st, Tavistock

Ward, Isaac James, Chalcot terrace, Regent's Park rd, Carver. July 25 at 10 at offices of Goatley, Westminster Bridge rd

Webster, Hugh, Rainford, Lancashire, Farmer. July 28 at 3 at offices of Ponton, Vernon st, Liverpool

Wells, John, Manchester, Dealer in Fancy Goods. July 20 at 2 at offices of Addleshaw and Warburton, King st, Manchester, in lieu of the place originally named

Wells, Thomas, Rye lane, Peckham, Provision Dealer. July 22 at 3 at offices of Chipperfield and Start, Trinity st, Southwark

Wheildon, Thomas, Shirley, Warwick, out of business. July 24 at 3 at offices of Parry, Bennett's hill, Birmingham

Whiteley, Wilson, Leeds, Shoe Maker. July 24 at 3 at offices of Carr, Albion st, Leeds

Wright, Sidney, Bilston, Stafford, Licensed Victualler. July 25 at 11 at offices of Barrow, Queen st, Wolverhampton